

2-21-2008

Vreeken v. Lockwood Engineering, B.V. Clerk's Record v. 4 Dckt. 34817

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LAW CLERK Vol. 4 of 10 4 of 7

IN THE
SUPREME COURT

OF THE
STATE OF IDAHO

COPY

THOMAS R GOLD, RICHARD L. GOLD

TOMAC PACKAGING, INC.,

Plaintiff and

Respondents
VS.

LOCKWOOD PACKAGING CORPORATION,

Defendant and

Appellants

Appealed from the District Court of the Seventh Judicial

District of the State of Idaho, in and for Bonneville County

Hon. Jon J. Shindurling, District Judge

Kipp Manwaring

381 Shoup Avenue, Suite 210 Idaho Falls, ID 83402

Attorney for Appellant

Charles A. Homer

P.O. Box 50130, Idaho Falls, ID 83405

FILED - COPY

Attorney for Respondent

Filed this _____ day of _____, 20____

FEB 21 2008

Clerk

By _____ Supreme Court _____ Court of Appeals _____ Deputy
Entered as AFS by _____

34717

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
330 Shoup Avenue, 3rd Floor
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

7-15 PM 4:08

Attorneys for Defendant Thomas R. Gold and
and for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

**AFFIDAVIT OF CHARLES A. HOMER
FOR MOTION FOR SANCTIONS
AGAINST PLAINTIFF
CHRISTIANNE VREEKEN
FOR FAILURE TO APPEAR
AT DEPOSITION**

THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.

THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

STATE OF IDAHO)
)ss.
County of Bonneville)

Charles A. Homer, affiant, being first duly sworn on oath, deposes and says:

1. I am one of the attorneys for the Defendant/Cross-claimant, Thomas R. Gold and Third Party Plaintiffs, Richard L. Gold and Tomac Packaging, Inc. (hereinafter referred to as the "Defendants") in the above-referenced matter.
2. I make this affidavit based on my own personal knowledge.
3. On July 9, 2003, I did cause to be noticed up the deposition of the Plaintiff, Christianne Vreeken, to take place in the law offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., in Idaho Falls, Idaho, beginning at 9:00 a.m. on August 5, 2003. A true and correct copy of the "Notice of Deposition Duces Tecum (Christianne Vreeken)", is attached hereto as Exhibit "A".

4. Plaintiff Christianne Vreeken failed to appear at the time and place scheduled to take her deposition on August 5, 2003.

5. On August 19, 2003, I filed a Motion for Sanctions against Plaintiff Christianne Vreeken for failure to respond to discovery and for her failure to appear at the deposition scheduled for August 5, 2003. A true and correct copy of the Motion for Sanctions is attached hereto as Exhibit "B".

6. On August 20, 2003, this Court entered its Order Granting Second Motion to Compel ordering, among other things, that Plaintiff Christianne Vreeken respond to the unanswered discovery. No order was entered at that time regarding sanctions for Plaintiff Christianne Vreeken's failure to appear at the deposition scheduled August 5, 2003.

7. On August 28, 2003, Plaintiff Christianne Vreeken filed "Plaintiff Christianne Vreeken's Response to Defendants' Motion for Sanctions", wherein Plaintiff indicated her reasons for failing to appear at her deposition scheduled for August 5, 2003, as follows:

Plaintiff did not appear for a deposition in Idaho Falls as stated for two basic reasons. She was in the last days of preparation for her wedding, which she did not intend to interrupt. Also, she did not intend to travel to Idaho Falls to personally answer the few questions she and her counsel understood would be the crux of Mr. Homer's examination."

8. Trial was scheduled to begin February 9, 2004, pursuant to the "Order Setting Trial and Pre-Trial Conference" dated September 5, 2003. Discovery cut-off was established at 70 days prior to trial, which was December 16, 2003.

9. Thereafter, on November 5, 2003, I again did cause to be noticed up the deposition of the Plaintiff, Christianne Vreeken, to take place in Woburn, Massachusetts, beginning at 8:30 a.m. on November 14, 2003. A true and correct copy of the "Amended Notice of Deposition Duces Tecum (Christianne Vreeken)", is attached hereto as Exhibit "C".

10. The deposition scheduled for Plaintiff on November 14, 2003, was scheduled by Defendant's concurrently with the depositions of other necessary witnesses for November 13, 14 and 15, including: Philip Morse, Anita Lalycada, Susan Johnson, John Teti and Jerry Ceuppens.

11. On November 7, 2003, counsel for the other named defendants/cross-defendants, Brent Robinson ("Mr. Robinson"), filed a "Motion to Quash Depositions", alleging that his clients, residing in the Netherlands, were not available to appear for the depositions and that one of his clients, Jan Vreeken, father of Plaintiff Christianne Vreeken, was then ill and would be not be available. A hearing was scheduled for November 10, 2003.

12. On or about November 10, 2003, Plaintiff Christianne Vreeken filed "Christianne Vreeken's Motion for Protective Order", and an "Affidavit of Counsel in Support of Christianne Vreeken's Motion for Protective Order" executed by Plaintiff's counsel, Paul Rippel (Mr. Rippel). In the Affidavit, Mr. Rippel acknowledges that "[p]revious discovery hearings have resulted in a ruling that Plaintiff Christianne Vreeken would be required to give her deposition in this matter prior to trial".

13. At the hearing scheduled for November 10, 2003, the Court granted Mr. Robinson's Motion to Quash Depositions. A significant reason that the depositions had been scheduled for November 13, 14 and 15, is because the discovery deadline on December 12 was approximately one month away. Acknowledging the time issues, and in accordance with the agreement of the parties, the trial was rescheduled for September 7, 2004, pursuant to the "Order Setting Pre-Trial Conference and Trial" dated November 20, 2003. The discovery cut-off for re-scheduling the depositions was set for May 28, 2004.

14. Thereafter, I made several attempts to contact and discuss with Mr. Rippel, the rescheduling of the deposition for Plaintiff Christianne Vreeken.

15. On March 10, 2004, I again did notice up the deposition of the Plaintiff, Christianne Vreeken, to take place in the law offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., in Idaho Falls, Idaho, beginning at 9:00 a.m. on Monday, April 5, 2004. A true and correct copy of the "Amended Notice of Deposition Duces Tecum (Christianne Vreeken)", is attached hereto as Exhibit "D".

16. Accompanying the Notice of Deposition on March 10, 2004, I faxed a letter dated March 10, 2004, to Mr. Rippel requesting a response to unanswered discovery and, in addition, informed him of the deposition for Christianne scheduled for April 5. A true and correct copy of my March 10 letter is attached hereto as Exhibit "E". In this letter, I informed Mr. Rippel that we would agree to reschedule the deposition for another date in April more acceptable to Christianne if she was unable to have her deposition taken on April 5, and requested that he advise me prior to April 17 if she would prefer another date in April. As indicated above, the discovery cut-off for the taking of depositions had been set for May 28, 2004.

17. On or about March 22, 2004, counsel for Christianne Vreeken, Mr. Rippel, contacted me by phone and informed me that Christianne Vreeken would not appear for her scheduled deposition on April 5, 2004.

18. I offered to reschedule the deposition of Christianne Vreeken for any time during the month of April 2004, but was informed by Mr. Rippel that Christianne Vreeken would not appear in Idaho for her deposition in April.

19. In written correspondence dated March 22, 2004, Mr. Rippel stated that Christianne was not willing to appear in Idaho in April for the taking of her deposition, stating: "Because of Christianne's employment demands and allowable 'holiday' times, she *can* commit to being in Idaho Falls for her deposition in the period of August 2 through 15, 2004." A true and correct copy of the March 22 letter is attached hereto as Exhibit "F" (emphasis in original). In this letter, Mr. Rippel also indicated

a willingness to stipulate to a modification of the pre-trial order and discovery cut-off to allow for Christianne's deposition in August. As indicated above, trial was then currently scheduled to begin September 7, 2004.

20. On March 23, 2004, I responded via letter by fax to Mr. Rippel's March 22 letter, informing Mr. Rippel that my clients were not amenable to reschedule Christianne's deposition from April 5 to August, with trial to begin September 7. I reiterated our willingness to reschedule her deposition for any other time in April. A true and correct copy of my March 23 letter is attached hereto as Exhibit "G".

21. Following my March 23 letter, I made several unanswered phone calls and left several unanswered messages for Mr. Rippel regarding Christianne's deposition scheduled for April 5. On March 30, 2004, I faxed another letter to Mr. Rippel to find out if Christianne would appear for the scheduled deposition on April 5, or whether she would need to reschedule the deposition for another date in April. A true and correct copy of my March 30 letter is attached hereto as Exhibit "H".

22. On or about March 30, and March 31, 2004, Mr. Rippel faxed two messages to me reiterating that Christianne would not be able to appear in Idaho Falls for her deposition on April 5 or any other time in April. True and correct copies of the March 30 and March 31 messages are attached respectively as Exhibits "I" and "J" hereto.

23. On April 1, 2004, I caused to be filed on behalf of Defendants, the second "Motion For Sanctions Against Christianne Vreeken for Failure to Appear at Deposition," (a true and correct copy of which is attached hereto as Exhibit "K"), along with a supporting "Affidavit of Charles A. Homer for Motion for Sanctions Against Christianne Vreeken" (a true and correct copy of which is attached hereto as Exhibit "L").

24. A hearing on the Motion for Sanctions Against Christianne (and to hear other matters), was originally scheduled for April 13, 2004. At the April 13 hearing, this Court extended the discovery cut-off to the end of June 2004. A true and correct copy of the Minute Entry for the April 13 hearing is attached hereto as Exhibit "M".

25. A hearing on the Motion for Sanctions Against Christianne was subsequently held on May 3, 2004. At the May 3 hearing, following arguments to the Court on the issue of whether to require Plaintiff Christianne Vreeken to appear personally in Idaho for the taking of her deposition, this Court granted Defendant's Motion to require Christianne to appear in Idaho for deposition on a personal basis. A true and correct copy of the Minute Entry for the May 3 hearing is attached hereto as Exhibit "N".

26. Also at the May 3 hearing, and by reason of the discovery issues raised, the Court vacated the trial then scheduled for September 7, 2004, and rescheduled the trial to April 4, 2005. Pursuant to this Court's Minute Entry dated May 3, 2004, this Court stated: "The Court encouraged all parties to complete depositions by the end of August, 2004."

27. During the months of May and June, 2004, Mr. Rippel, on behalf of Christianne Vreeken, and I negotiated via written correspondence, email, and telephone conversations, in an effort to set a mutually agreed time for taking Christianne's deposition in Idaho Falls during the month of August 2004. Copies of written correspondence between myself and Mr. Rippel during the month of June 2004 is attached hereto as Exhibit "O".

28. On or about July 1 and July 2, 2004, Mr. Rippel and I agreed that the deposition of Christianne Vreeken could be taken on September 8, 2004, and that she would appear in Idaho Falls for that deposition in accordance with the prior order of the Court. On July 1, and again on July 2, I sent emails to Mr. Rippel confirming our understanding regarding the scheduling of Christianne's

deposition for September 8. True and correct copies of my July 1 and July 2 emails to Mr. Rippel are attached hereto as Exhibits "P" and "Q" respectively.

29. Thereafter, on July 22, 2004, I did again cause to be noticed up the deposition of the Plaintiff, Christianne Vreeken, to take place in Idaho Falls, Idaho, beginning at 1:00 p.m. on September 8, 2004, in accordance with the prior agreement and commitments of the parties. A true and correct copy of the "Second Amended Notice of Deposition Duces Tecum (Christianne Vreeken)" is attached hereto as Exhibit "R".

30. Thereafter, on August 25, 2004, 15 days before the scheduled deposition of Christianne Vreeken on September 8, 2004, Mr. Rippel contacted me via voice mail and email indicating he had spoken with Christianne Vreeken and, because of her work schedule, that Christianne would **not** be able to attend the deposition scheduled in Idaho Falls on September 8, 2004. Mr. Rippel then requested that her deposition be rescheduled "somewhere in the dates of September 25 through September 29". A true and correct copy of Mr. Rippel's August 25 email to me is attached hereto as Exhibit "S".

31. Shortly after August 25, 2004, Mr. Rippel and I agreed to reschedule the deposition of Christianne Vreeken to September 28, 2004. Thereafter, on or about August 30, 2004, a "Third Amended Notice of Deposition Duces Tecum (Christianne Vreeken)" was prepared and served upon all parties to this action. A true and correct copy of the "Third Amended Notice of Deposition Duces Tecum (Christianne Vreeken)" is attached hereto as Exhibit "T".

32. Then, on September 15, 2004, during a telephone conversation, Mr. Rippel informed me that he had spoken to Christianne Vreeken and indicated that she **now refused** to attend her deposition scheduled in Idaho Falls on September 28, 2004.

33. On September 16, 2004, Mr. Rippel sent me a fax confirmation confirming my conversation with him on September 15th, and reiterated: "My client, Christianne Vreeken, for personal reasons will not be coming to Idaho Falls for depositions . . . ". A true and correct copy of the September 16 fax is attached hereto as Exhibit "U".

34. As this Court may recall, my clients, the Defendants, reside in the State of Massachusetts. The Defendant Thomas R. Gold ("Tom Gold") was willing to have his deposition taken concurrently pertaining to matters referred to in the Court's Order dated December 8, 2003. The various rescheduling of the deposition of Christianne Vreeken therefore has also required the Defendants to schedule and hence reschedule their travel plans to Idaho Falls in accordance with the various depositions scheduled for Christianne Vreeken.

35. Mr. Rippel further indicated on September 15th, that Christianne now refused to come to Idaho **at any time** to have her deposition taken.

36. Attached hereto as Exhibit "V" is a true and correct copy of Exhibit #3 from the Deposition of Jan Vreeken, Vol. II, taken September 4, 2003.

37. Attached hereto as Exhibit "W" is a true and correct copy of an invoice and asset description of assets (property, machinery and equipment) by Lockwood Packaging Corporation Idaho to Christianne Vreeken or to an entity on her behalf, Telford CWV.

38. Attached hereto as Exhibit "X" is a true and correct copy of the following pages from the Deposition of Jan Vreeken, Vol. II, taken September 4, 2003, with the following relevant testimony identified by page and lines as follows: p. 208, ln. 3-17; p. 210, ln. 14-22; p. 212, ln. 6-11, 16-18, 25; p. 213, ln. 1-25; p. 214, ln. 1-15, 21-23; p. 215, ln. 5-16; p. 216, ln. 11-16, 21-25; p. 217, ln. 1-20; p. 220, ln. 23-25; p. 221, ln. 1-25; p. 226, ln. 2-25; p. 227, ln. 1-5.

39. Attached hereto as Exhibit "Y" is a true and correct copy of the following pages from the Deposition of Melanie Harris (the bookkeeper of Lockwood Packaging Corporation Idaho), taken September 8, 2003, with the following relevant testimony identified by page and lines as follows: p. 37, ln. 4-25; p. 38, ln. 1-25; p. 39, ln. 1-25; p. 40, ln. 1-25; p. 41, ln. 1-25; p. 42, ln. 1-25; p. 43, ln. 5-25; p. 44, ln. 1-25; p. 45, ln. 2-25; p. 46, ln. 1-25; p. 47, ln. 1-2; p. 48, ln. 5-25; p. 49, ln. 1-22; p. 53, ln. 3-5.

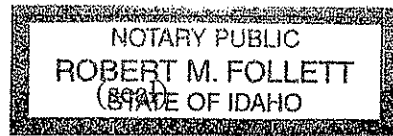
40. Further affiant saith not.

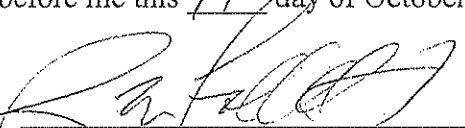
Date: 10/14/04

AFFIANT

Charles A. Homer

SUBSCRIBED AND SWORN TO before me this 14 day of October, 2004.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-17-06

CERTIFICATE OF SERVICE


I hereby certify that on this 15th day of October, 2004, I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED: **AFFIDAVIT OF CHARLES A. HOMER FOR
MOTION FOR SANCTIONS AGAINST PLAINTIFF
CHRISTIANNE VREEKEN FOR FAILURE TO
APPEAR AT DEPOSITION**

ATTORNEYS SERVED:

Brent T. Robinson	<input checked="" type="checkbox"/> <i>First Class Mail</i>
LING & ROBINSON	<input type="checkbox"/> <i>Hand Delivery</i>
P.O. Box 396	<input type="checkbox"/> <i>Facsimile</i>
Rupert, Idaho 83350-0396	<input type="checkbox"/> <i>Certified</i>

Paul B. Rippel	<input type="checkbox"/> <i>First Class Mail</i>
Hopkins Roden Crockett Hansen	<input checked="" type="checkbox"/> <i>Hand Delivery</i>
& Hoopes, PLLC	<input type="checkbox"/> <i>Facsimile</i>
428 Park Ave	<input type="checkbox"/> <i>Certified</i>
P.O. Box 51219	
Idaho Falls, ID 83405-1219	



Charles A. Homer
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

G:\WPDATA\RMF\10199 Gold\Bank of Idaho\Pleadings & Disc\Motions\2nd Motion to Compel Christianne Depo\2nd AJT CAH Compel Christianne Depo 91604.rtf

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
330 Shoup Avenue, 3rd Floor
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Defendant Thomas R. Gold and
for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.

CASE NO. CV-01-2279

NOTICE OF DEPOSITION
DUCES TECUM (CHRISTIANNE
VREEKEN)

THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
(LPC); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation (LPC Idaho),

Third Party Defendants.

TO: CHRISTIANNE VREEKEN AND HIS COUNSEL OF RECORD

PLEASE TAKE NOTICE, that at 9:00 a.m., on the Tuesday, the 5th day of August, 2003, at the law offices of Holden, Kidwell, Hahn & Crapo, 330 Shoup Avenue, Idaho Falls, Bonneville County, Idaho, Defendant/Cross-Claimant, Thomas R. Gold and Third-Party Plaintiffs, Richard L. Gold and Tomac Packaging, Inc., (referred to collectively as the "Defendant") in the above entitled action will take the deposition of the Plaintiff, Christianne Vreeken.

The deposition will be taken upon oral examination pursuant to the Rules of Civil Procedure, before a notary public and qualified court reporter. The oral examination will continue from day to day until completed. You are invited to attend and cross examine.

Pursuant to Rule 30(b) and to the extent you have not previously produced the following documentation, the deponent is required to bring to the deposition the following items and documents identified or indicated on Exhibit "A" attached hereto which are in the deponent's possession or which are under deponent's control.

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DEFINITIONS

The following definitions shall apply to this notice:

1. The term "document" or "documents" is used in its customary broad sense, and means any kind of printed, recorded, written, graphic, or photographic matter (including tape recording), however, printed, produced, reproduced, coded or stored, of any kind and/or description, whether sent or received or not, including originals, copies, reproductions, facsimiles, drafts, and both sides thereof, and including, without limitation, papers, books, accounts, letters, models, photographs, drawings, sketches, blueprints, objects, tangible things, correspondence, telegrams, cables, telex messages, memoranda, notes, notations, work papers, routing slips, intra and inter-Office communications to, between, and/or among directors, officers, agents, or employees, transcripts, minutes, reports, and recordings of telephone or other conversations, or of interviews, or of conferences, or of committee meetings, or of meetings, affidavits, statements, summaries, opinions, court or administrative pleadings, reports, indices, studies, analyses, forecasts, evaluations, contracts, licenses, agreements, invoices, notebook entries, ledgers, journals, books or records of account, summaries of account, balance sheets, income statements, questionnaires, answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins, pamphlets, trade letters, desk calendars, appointment books, diaries, telephone logs, expense accounts, lists, tabulations, charts, graphs, maps, surveys, sound recordings, data sheets, computer tapes and disks, magnetic tapes, punch cards, computer printouts, data processing input and output, computer files, computer programs, computer program coding sheets, microfilms, microfiche, all other records kept by electronic, photographic

or mechanical means, and things similar to any of the foregoing, regardless of their author or origin, of any kind:

2. "You", "your", "yourself" and any similar pronoun shall mean the deponent, Christianne Vreeken.

3. "Relating to" or "regarding" shall mean relating to, referring to, pertaining to, discussing, concerning, regarding, commenting on, constituting or compromising, whether in whole or in part.

4. The terms "and" and "or" shall include both the disjunctive and the conjunctive, and the phrase "and/or".

Dated: 5/1/00

Robert M. Follett
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

**DOCUMENT SERVED: NOTICE OF DEPOSITION DUCES TECUM
(CHRISTIANNE VREEKEN)**

ATTORNEYS SERVED:

Brent T. Robinson	<input checked="" type="checkbox"/> <i>First Class Mail</i>
LING & ROBINSON	<input type="checkbox"/> <i>Hand Delivery</i>
Post Office Box 396	<input checked="" type="checkbox"/> <i>Facsimile</i>
Rupert, Idaho 83350-0396	<input type="checkbox"/> <i>Certified</i>

Paul B. Rippel	<input type="checkbox"/> <i>First Class Mail</i>
Hopkins Roden Crockett Hansen	<input checked="" type="checkbox"/> <i>Hand Delivery</i>
& Hoopes, PLLC	<input type="checkbox"/> <i>Facsimile</i>
428 Park Ave	<input type="checkbox"/> <i>Certified</i>
PO Box 51219	
Idaho Falls, ID 83405-1219	

Dated: 7-7-03

Robert M. Follett, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

G:\WPDATA\RMF\10199 Gold\Bank of Idaho\Pleadings & Disc\070303\Depo.NOT Chris.doc

EXHIBIT "A"

1. Any and all documents and/or materials of any kind which pertain to, or support, or which relate in any way to any matter claimed or alleged in any of the pleadings on file in this action as Case No. CV-01-2279, in the District Court of Bonneville County, State of Idaho.
2. Any and all documents and/or materials of any kind responsive in any way to Defendant's First Set of Interrogatories and Requests for Production to Christianne Vreeken dated September 12, 2002.
3. Any and all documents and/or materials of any kind responsive in any way to Defendant's Second Set of Interrogatories and Requests for Production to Christianne Vreeken dated October 14, 2002.
4. Any and all documents and/or materials of any kind responsive in any way to the information and materials which are the subject matter of the Court's Orders to Compel, dated August 13, 2002, and October 4, 2002.
5. Any and all documents and/or materials of any kind relating in any way to the assignment of any of the claim(s) which are the subject of this action instituted by the Bank of Idaho to, or which relate to the acquisition of such Bank of Idaho claims by Christianne Vreeken.
6. Any and all documents and/or materials of any kind relating in any way to any of the claim(s) which are the subject of the action instituted by the Eastern Idaho Economic Development Corporation ("EIEDC"), District Court of Bonneville County case No. CV-01-5449, or which relate to any claim by the Citizens Bank of Boston, Mass., or which relate to any transfer or assignment of any claim or interest pertaining to the Memorandum of Understanding dated May 2000.
7. Any and all written documentation and/or materials showing the current following described financial information for Lockwood Packaging Corporation Idaho (LPC Idaho), Lockwood Packaging Corporation (LPC), Lockwood Engineering, B.V. (LEBV), Gerbroeders Meijer Belegging, B.V (GMBBV), and Christianne Vreeken: financial statements; tax returns; reports showing income; reports showing expenses; statement of current assets; any disposition of assets (excluding inventory sold in the normal course of business); statements of current accounts receivable; and statements of current accounts payable.
8. Any and all documents relating to or demonstrating any of the following interests which you may have in LPC Idaho, LPC, LEBV, or GMBBV: any ownership interest; any employment relationship; any position including, but not limited to, an officer or director; and/or any contractual relationship of any kind.
9. Any and all documents and materials of any kind which you intend to use as Exhibits at trial.

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
330 Shoup Avenue, 3rd Floor
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

2003 AUG 19 PM 4:11

CLERK OF DISTRICT COURT
BONNEVILLE, IDAHO

Attorneys for Defendant Thomas R. Gold and
and for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

MOTION FOR SANCTIONS

THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.

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COPY



THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

COME NOW Defendant/CrossClaimant Thomas R. Gold and Third Party Plaintiffs,
Richard L. Gold, and Tomac Packaging, Inc. (referred to collectively herein as
"Defendants"), by and through counsel of record, Charles A. Homer of the firm of Holden,
Kidwell, Hahn & Crapo, P.L.L.C., pursuant to Rules 37 of the Idaho Rules of Civil
Procedure, and move the Court for an order imposing sanctions against the Plaintiff,
Christianne Vreeken, by reason of the following facts and conduct:

1. For Christianne Vreeken's failure to respond to the following discovery
propounded on her in accordance with the Idaho Rules of Civil Procedure:
 - a. "Defendant's First Set of Interrogatories and Requests for Production to
Christianne Vreeken" dated September 12, 2002 (a true and correct copy of
which is attached as Exhibit "A" to the Affidavit of Charles A. Homer,
dated August , 2003); responses to which were due 14 days after

service and are currently long overdue; and

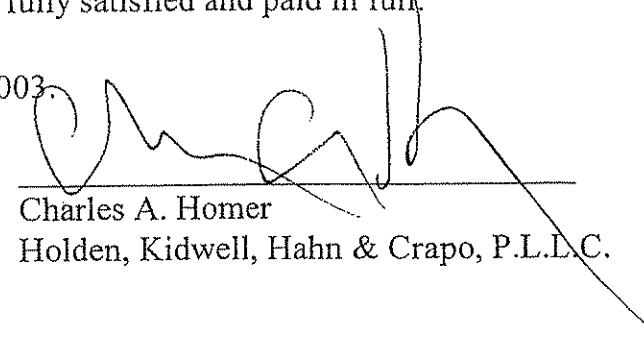
b. "Defendant's Second Set of Interrogatories and Requests for Production to Christianne Vreeken" dated October 14, 2002 (a true and correct copy of which is attached as Exhibit "B" to the Affidavit of Charles A. Homer, dated August 14, 2003); responses to which were due 14 days after service and are currently long overdue.

2. For Christianne Vreeken's failure to comply with the Order of this Court at the hearing held July 14, 2003, by reason of Defendant's Motion to Compel Discovery against Christianne Vreeken and other parties, whereby Christianne Vreeken was required to answer the above-identified first and second sets of interrogatories and requests for production on or before July 31, 2003.
3. For the failure by Plaintiff, Christianne Vreeken, to appear at the time and place scheduled for the taking of her deposition at the law offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., in Idaho Falls, Idaho, on August 5, 2003, at 9:00 a.m. (a true and correct copy of the Notice of Deposition Duces Tecum (Christianne Vreeken) is attached as Exhibit "C" to the Affidavit of Charles A. Homer, dated August 14, 2003).

Pursuant to Rule 37(d) and Rule 37(b) of the Idaho Rules of Civil Procedure, Defendants respectfully request that this Court impose sanctions against the Plaintiff Christianne Vreeken including, but not limited to, the entry of a judgment against Plaintiff Christianne Vreeken for the following:

1. For legal fees in the amount of \$1,500.00;
2. That Plaintiffs' Complaint be dismissed with prejudice; and
3. That any and all obligations the subject of Plaintiffs' Complaint, including, but not limited to, the promissory note, loan number 15535842, dated November 18, 1999, be deemed to be fully satisfied and paid in full.

Dated this 19th day of August, 2003.



Charles A. Homer
Holden, Kidwell, Hahn & Crapo, P.L.L.C.

CERTIFICATE OF SERVICE

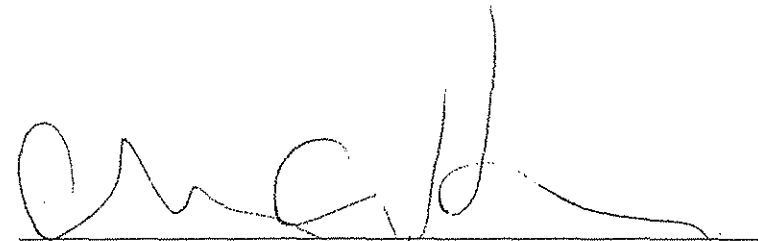
I hereby certify that on this 14th day of August, 2003, I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED: MOTION FOR SANCTIONS

ATTORNEYS SERVED:

Brent T. Robinson	<input checked="" type="checkbox"/> <i>First Class Mail</i>
LING & ROBINSON	<input type="checkbox"/> <i>Hand Delivery</i>
P.O. Box 396	<input checked="" type="checkbox"/> <i>Facsimile</i>
Rupert, Idaho 83350-0396	<input type="checkbox"/> <i>Certified</i>

Paul B. Rippel	<input checked="" type="checkbox"/> <i>First Class Mail</i>
Hopkins Roden Crockett Hansen	<input type="checkbox"/> <i>Hand Delivery</i>
& Hoopes, PLLC	<input checked="" type="checkbox"/> <i>Facsimile</i>
428 Park Ave	<input type="checkbox"/> <i>Certified</i>
P.O. Box 51219	
Idaho Falls, ID 83405-1219	



Charles A. Homer
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

G:\WP\DATA\RMF\10159 GoldBank of Idaho\Pleadings & Discl\2nd Motion to Compel Verdict\Mot Sanctions Civ\Homer\Sanctions MOT.doc

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
330 Shoup Avenue, 3rd Floor
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Defendant Thomas R. Gold and
for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

AMENDED NOTICE OF DEPOSITION
DUCES TECUM (CHRISTIANNE
VREEKEN)

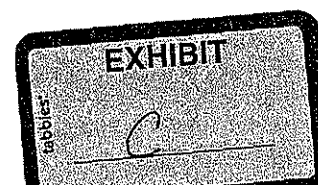
THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.



THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

TO: CHRISTIANNE VREEKEN AND HIS COUNSEL OF RECORD

PLEASE TAKE NOTICE, that at 8:30 a.m., on Friday, the 14th day of November, 2003, at the law offices of Gold Associates, 271 Salem Street, Unit G, Woburn, Massachusetts 01801-2004, Defendant/Cross-Claimant, Thomas R. Gold and Third-Party Plaintiffs, Richard L. Gold and Tomac Packaging, Inc., (referred to collectively as the "Defendant") in the above entitled action will take the deposition of the Plaintiff, Christianne Vreeken.

The deposition will be taken upon oral examination pursuant to the Rules of Civil Procedure, before a notary public and qualified court reporter. The oral examination will continue from day to day until completed. You are invited to attend and cross examine.

Pursuant to Rule 30(b) and to the extent you have not previously produced the following documentation, the deponent is required to bring to the deposition the following items and documents identified or indicated on Exhibit "A" attached hereto which are in the deponent's possession or which are under deponent's control.

DEFINITIONS

The following definitions shall apply to this notice:

1. The term "document" or "documents" is used in its customary broad sense, and means any kind of printed, recorded, written, graphic, or photographic matter (including tape recording), however, printed, produced, reproduced, coded or stored, of any kind and/or description, whether sent or received or not, including originals, copies, reproductions, facsimiles, drafts, and both sides thereof, and including, without limitation, papers, books, accounts, letters, models, photographs, drawings, sketches, blueprints, objects, tangible things, correspondence, telegrams, cables, telex messages, memoranda, notes, notations, work papers, routing slips, intra and inter-office communications to, between, and/or among directors, officers, agents, or employees, transcripts, minutes, reports, and recordings of telephone or other conversations, or of interviews, or of conferences, or of committee meetings, or of meetings, affidavits, statements, summaries, opinions, court or administrative pleadings, reports, indices, studies, analyses, forecasts, evaluations, contracts, licenses, agreements, invoices, notebook entries, ledgers, journals, books or records of account, summaries of account, balance sheets, income statements, questionnaires, answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins, pamphlets, trade letters, desk calendars, appointment books, diaries, telephone logs, expense accounts, lists, tabulations, charts, graphs, maps, surveys, sound recordings, data sheets, computer tapes and disks, magnetic tapes,

punch cards, computer printouts, data processing input and output, computer files, computer programs, computer program coding sheets, microfilms, microfiche, all other records kept by electronic, photographic or mechanical means, and things similar to any of the foregoing, regardless of their author or origin, of any kind.

2. "You", "your", "yourself" and any similar pronoun shall mean the deponent, Christianne Vreeken.

3. "Relating to" or "regarding" shall mean relating to, referring to, pertaining to, discussing, concerning, regarding, commenting on, constituting or compromising, whether in whole or in part.

4. The terms "and" and "or" shall include both the disjunctive and the conjunctive, and the phrase "and/or".

Dated: 11-5-2003



Robert M. Follett
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

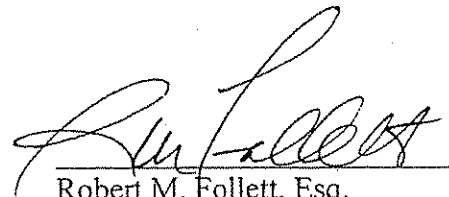
**DOCUMENT SERVED: AMENDED NOTICE OF DEPOSITION DUCES TECUM
(CHRISTIANNE VREEKEN)**

ATTORNEYS SERVED:

Brent T. Robinson () First Class Mail
LING & ROBINSON () Hand Delivery
Post Office Box 396 ~~(/)~~ Facsimile
Rupert, Idaho 83350-0396 () Certified

Paul B. Rippel () First Class Mail
Hopkins Roden Crockett Hansen () Hand Delivery
& Hoopes, PLLC ~~(/)~~ Facsimile
428 Park Ave () Certified
PO Box 51219
Idaho Falls, ID 83405-1219

Dated: 11-5-2003


Robert M. Follett, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

G:\WPDATA\CAH\10199\Depo Christianne 103103.wpd

EXHIBIT "A"

1. Any and all correspondence, documents and/or materials of any kind which pertain to, or support, or which relate in any way to any matter claimed or alleged in any of the pleadings on file in this action as Case No. CV-01-2279, in the District Court of Bonneville County, State of Idaho.
2. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's First Set of Interrogatories and Requests for Production to Christianne Vreeken dated September 12, 2002.
3. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's Second Set of Interrogatories and Requests for Production to Christianne Vreeken dated October 14, 2002.
4. Any and all correspondence, documents and/or materials of any kind responsive in any way to the information and materials which are the subject matter of the Court's Orders to Compel, dated August 13, 2002; October 4, 2002; and August 20, 2003
5. Any and all correspondence, documents and/or materials of any kind in any way relating to, or associated with, the assignment of any of the claim(s) which are the subject of this action instituted by the Bank of Idaho to, or which relate to the acquisition of such Bank of Idaho claims by Christianne Vreeken.
6. Any and all correspondence, documents and/or materials of any kind between you (or on your behalf, or in any way related to, the issues of your assignment of any right or interest of the Bank of Idaho in this litigation, or in the procurement of any security or any negotiations of any kind with any of the Defendants herein) and the following persons or entities: the Bank of Idaho, Lockwood Packaging Corporation Idaho (LPC Idaho), Lockwood Packaging Corporation (LPC), Lockwood Engineering, B.V. (LEBV), Gerbroeders Meijer Belegging, B.V (GMBBV), Hans Van Der Sande, Ellen Van Der Sande, Richard Gold, Thomas Gold, and/or Jan Vreeken.
7. Any and all correspondence, documents and/or materials of any kind reflecting any transfer of monies, assets, security, real property, or any property of any kind or nature and/or any interest therein, between you and any of the named Defendants herein (or any other person or entity for or on behalf of any of the named Defendants), or any other person or entity including, but not limited to, LPC Idaho, LPC, LEBV, GMBBV, Jan Vreeken, Hans Van Der Sande, and/or Ellen Van Der Sande—including, but not limited to, any and all such transfers occurring within one year prior to the date of your substitution as party plaintiff in this litigation through the date of your deposition.
8. Any and all correspondence, documents and/or materials of any kind relating in any way to any of the claim(s) which are the subject of the action instituted by the Eastern Idaho Economic Development Corporation ("EIEDC"), District Court of Bonneville County case No. CV-01-5449, or which relate to any claim by the Citizens Bank of Boston, Mass., or which relate to any transfer or assignment of any claim or interest pertaining to the Memorandum of Understanding dated May 2000.

9. Any and all written documentation and/or materials showing the current following described financial information for LPC Idaho, LPC, LEBV, GMBBV, and Christianne Vreeken: financial statements; tax returns; reports showing income; reports showing expenses; statement of current assets; any disposition of assets (excluding inventory sold in the normal course of business); statements of current accounts receivable; and statements of current accounts payable.
10. Any and all correspondence, documents and/or materials of any kind relating to or demonstrating any of the following interests which you may have in LPC Idaho, LPC, LEBV, or GMBBV: any ownership interest; any employment relationship; any position including, but not limited to, an officer or director; and/or any contractual relationship of any kind.
11. Any and all documents and materials of any kind which you intend to use as Exhibits at trial.

G:\WPDATA\RMF\10199 Gold\Bank of Idaho\Pleadings & Disc\070303\Exhibit A to C Vreeken NOD.doc

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Drive, Suite 200
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Defendant Thomas R. Gold and
for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

AMENDED NOTICE OF DEPOSITION
DUCES TECUM (CHRISTIANNE
VREEKEN)

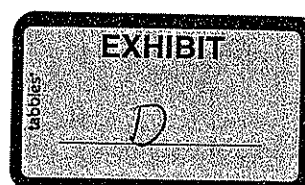
THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.



THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

TO: CHRISTIANNE VREEKEN AND HER COUNSEL OF RECORD

PLEASE TAKE NOTICE, that at 9:00 a.m., on Monday, the 5th day of April, 2004, at the law offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., 1000 Riverwalk Drive, Suite 200, Idaho Falls, Idaho, Defendant/Cross-Claimant, Thomas R. Gold and Third-Party Plaintiffs, Richard L. Gold and Tomac Packaging, Inc., (referred to collectively as the "Defendant") in the above entitled action will take the deposition of the Plaintiff, Christianne Vreeken.

The deposition will be taken upon oral examination pursuant to the Rules of Civil Procedure, before a notary public and qualified court reporter. The oral examination will continue from day to day until completed. You are invited to attend and cross examine.

Pursuant to Rule 30(b) and to the extent you have not previously produced the following documentation, the deponent is required to bring to the deposition the following items and documents identified or indicated on Exhibit "A" attached hereto which are in the deponent's possession or which are under deponent's control.

DEFINITIONS

The following definitions shall apply to this notice:

1. The term "document" or "documents" is used in its customary broad sense, and means any kind of printed, recorded, written, graphic, or photographic matter (including tape recording), however, printed, produced, reproduced, coded or stored, of any kind and/or description, whether sent or received or not, including originals, copies, reproductions, facsimiles, drafts, and both sides thereof, and including, without limitation, papers, books, accounts, letters, models, photographs, drawings, sketches, blueprints, objects, tangible things, correspondence, telegrams, cables, telex messages, memoranda, notes, notations, work papers, routing slips, intra and inter-office communications to, between, and/or among directors, officers, agents, or employees, transcripts, minutes, reports, and recordings of telephone or other conversations, or of interviews, or of conferences, or of committee meetings, or of meetings, affidavits, statements, summaries, opinions, court or administrative pleadings, reports, indices, studies, analyses, forecasts, evaluations, contracts, licenses, agreements, invoices, notebook entries, ledgers, journals, books or records of account, summaries of account, balance sheets, income statements, questionnaires, answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins, pamphlets, trade letters, desk calendars, appointment books, diaries, telephone logs, expense accounts, lists, tabulations, charts, graphs, maps, surveys, sound recordings, data sheets, computer tapes and disks, magnetic tapes,


punch cards, computer printouts, data processing input and output, computer files, computer programs, computer program coding sheets, microfilms, microfiche, all other records kept by electronic, photographic or mechanical means, and things similar to any of the foregoing, regardless of their author or origin, of any kind.

2. "You", "your", "yourself" and any similar pronoun shall mean the deponent, Christianne Vreeken.

3. "Relating to" or "regarding" shall mean relating to, referring to, pertaining to, discussing, concerning, regarding, commenting on, constituting or compromising, whether in whole or in part.

4. The terms "and" and "or" shall include both the disjunctive and the conjunctive, and the phrase "and/or".

Dated: Mar 10, 2004



Charles A. Homer, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

**DOCUMENT SERVED: AMENDED NOTICE OF DEPOSITION DUCES TECUM
(CHRISTIANNE VREEKEN)**

ATTORNEYS SERVED:

Brent T. Robinson () First Class Mail
LING & ROBINSON () Hand Delivery
Post Office Box 396 (☒) Facsimile
Rupert, Idaho 83350-0396 () Certified

Paul B. Rippel () First Class Mail
Hopkins Roden Crockett Hansen () Hand Delivery
 & Hoopes, PLLC (☒) Facsimile
428 Park Ave () Certified
PO Box 51219
Idaho Falls, ID 83405-1219

Dated: Mar 10, 2004


Charles A. Homer, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

G:\WPDATA\CAH\10199\Depo.Christianne 31004.wpd

EXHIBIT "A"

1. Any and all correspondence, documents and/or materials of any kind which pertain to, or support, or which relate in any way to any matter claimed or alleged in any of the pleadings on file in this action as Case No. CV-01-2279, in the District Court of Bonneville County, State of Idaho.
2. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's First Set of Interrogatories and Requests for Production to Christianne Vreeken dated September 12, 2002.
3. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's Second Set of Interrogatories and Requests for Production to Christianne Vreeken dated October 14, 2002, and Defendant's Third Set of Interrogatories and Requests for Production to Christianne Vreeken dated November 7, 2003.
4. Any and all correspondence, documents and/or materials of any kind responsive in any way to the information and materials which are the subject matter of the Court's Orders to Compel, dated August 13, 2002; October 4, 2002; and August 20, 2003.
5. Any and all correspondence, documents and/or materials of any kind in any way relating to, or associated with, the assignment of any of the claim(s) which are the subject of this action instituted by the Bank of Idaho to, or which relate to the acquisition of such Bank of Idaho claims by Christianne Vreeken.
6. Any and all correspondence, documents and/or materials of any kind between you (or on your behalf, or in any way related to, the issues of your assignment of any right or interest of the Bank of Idaho in this litigation, or in the procurement of any security or any negotiations of any kind with any of the Defendants herein) and the following persons or entities: the Bank of Idaho, Lockwood Packaging Corporation Idaho (LPC Idaho), Lockwood Packaging Corporation (LPC), Lockwood Engineering, B.V. (LEBV), Gerbroeders Meijer Belegging, B.V (GMBBV), Hans Van Der Sande, Ellen Van Der Sande, Richard Gold, Thomas Gold, and/or Jan Vreeken.
7. Any and all correspondence, documents and/or materials of any kind reflecting any transfer of monies, assets, security, real property, or any property of any kind or nature and/or any interest therein, between you and any of the named Defendants herein (or any other person or entity for or on behalf of any of the named Defendants), or any other person or entity including, but not limited to, LPC Idaho, LPC, LEBV, GMBBV, Jan Vreeken, Hans Van Der Sande, and/or Ellen Van Der Sande—including, but not limited to, any and all such transfers occurring within one year prior to the date of your substitution as party plaintiff in this litigation through the date of your deposition.

8. Any and all correspondence, documents and/or materials of any kind relating in any way to any of the claim(s) which are the subject of the action instituted by the Eastern Idaho Economic Development Corporation ("EIEDC"), District Court of Bonneville County case No. CV-01-5449, or which relate to any claim by the Citizens Bank of Boston, Mass., or which relate to any transfer or assignment of any claim or interest pertaining to the Memorandum of Understanding dated May 2000.
9. Any and all written documentation and/or materials showing the current following described financial information for LPC Idaho, LPC, LEBV, GMBBV, and Christianne Vreeken: financial statements; tax returns; reports showing income; reports showing expenses; statement of current assets; any disposition of assets (excluding inventory sold in the normal course of business); statements of current accounts receivable; and statements of current accounts payable.
10. Any and all correspondence, documents and/or materials of any kind relating to or demonstrating any of the following interests which you may have in LPC Idaho, LPC, LEBV, or GMBBV: any ownership interest; any employment relationship; any position including, but not limited to, an officer or director; and/or any contractual relationship of any kind.
11. Any and all documents and materials of any kind which you intend to use as Exhibits at trial.

Law Offices
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

KENT W. FORSTER
ROBERT E. FARNAM
WILLIAM D. FALER
CHARLES A. HOMER
GARY L. MEKLE
DONALD L. HARRIS
DALE W. STONER
MARIE T. TYLER
ROBERT M. FOLLETT
FREDERICK J. HAHN, III
KARL J. DECKER
THEL W. CASPER
SHAN B. PERRY
AMELIA A. SHRETS
DEANNE CASPERSON

US BANK BUILDING
330 SHOLP AVENUE, THIRD FLOOR
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
FACSIMILE (208) 523-9518
E-MAIL CHOMER@HOLDENLEGAL.COM

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

Of Counsel
Fred J. Hahn

March 10, 2004

Paul B. Rippel
Hopkins Roden Crockett
Hansen & Hoopes, PLLC
Post Office Box 51219
Idaho Falls, Idaho 83405-1219

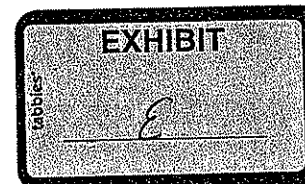
Re: Responses to Requests for Production of Documents and Interrogatories

Dear Paul:

According to my records I have not received a response from you to Defendant's Third Set of Interrogatories and Requests for Production to Christianne Vreeken dated November 7, 2003. Please provide a written response to such discovery by March 19, 2004. If I do not receive a response to such discovery by March 19, 2004, I will need to file the appropriate motion to compel.

I am also enclosing an Amended Notice of Deposition Duces Tecum of Christianne Vreeken scheduling to take her deposition in my office on April 5, 2004. If Christianne is not able to travel here for her deposition on the 5th of April and another date in April would be more acceptable to her, please advise me of the same and I will reschedule the deposition for another date in April. Unless I receive a letter from you by March 17, 2004 advising me of another date in April in which Christianne would be able to appear here for her deposition, I will assume that she will appear for her deposition on April 5th unless there is some other order from the court. I know that you previously filed a Motion for Protective Order pertaining to the prior deposition I scheduled for Christianne Vreeken. At the hearing which was held on November 24, 2003, you requested that the court vacate such motion. I assume that you will file another similar motion and notice the same up for a hearing to be held prior to April 5th if you intend to contest our right to have Christianne Vreeken appear in Idaho Falls for her deposition.

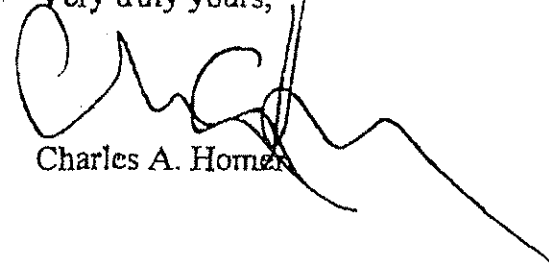
676



Paul B. Rippel
March 10, 2004
Page 2

If you would like to discuss these matters in any further detail, please call me.

Very truly yours,



Charles A. Homer

Enclosure

c: Thomas R. Gold
C:\WPDATA\CA\101000\Rippel.21004.letter.wpd

HOPKINS RODEN CROCKETT HANSEN & HOOPES, PLLC
LAWYERS
SALISBURY BUILDING - 428 PARK AVENUE
P. O. BOX 51219
IDAHO FALLS, IDAHO 83405-1219
TELEPHONE (208) 523-4445
FAX (208) 523-4474

TO: Charles A. Homer, Esq. cc: Christianne W. Vreeken
FAX: 523-9518 cc: Brent T. Robinson, Esq.
FROM: Paul B. Rippel
DATE: March 22, 2004
RE: Christianne Vreeken vs. Lockwood, et. al.
Deposition scheduling

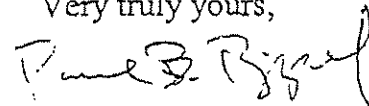
Total Number of Pages (including this page): - 1 -

Dear Chuck:

I was out a few days recently and just now reviewed your fax on deposing Christianne Vreeken. I am apparently a few days past your stated response deadline.

In any event, I can advise you of the following. Because of Christianne's employment demands and allowable "holiday" times, she *can* commit to being in Idaho Falls for her deposition in the period of August 2 through 15, 2004. Please re-notice her deposition during that period, preferably on or near the 2nd. I will agree to set Tom Gold's examination during the same time frame for purposes relating to the court's Order compelling his testimony on the Bank of Idaho matters. I will also agree to an alteration of the pretrial orders to the extent of those particular changes. I will be glad to prepare a stipulation upon hearing back from you.

Very truly yours,



Paul B. Rippel

NOTE: If a problem arises during transmission, please call Connie at 208-523-4445

ORIGINAL TO BE MAILED: NO

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Law Offices
HOLDEN, J. DWELL, HAHN & CRAPO, P.L.L.C.

KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
CHARLES A. HOMER
GARY L. MEIKLE
DONALD L. HARRIS
DALE W. STORER
MARIE T. TYLER
ROBERT M. FOLLETT
FREDERICK J. HAHN, III
KARL R. DECKER
THEL W. CASPER
SHAN B. PERRY
AMELIA A. SHEETS
DEANNE CASPERSON

US BANK BUILDING
330 SHOUP AVENUE, THIRD FLOOR
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
FACSIMILE (208) 523-9518
E-MAIL CHOMER@HOLDENLEGAL.COM

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

Of Counsel
Fred J. Hahn

March 23, 2004

TELEFAX: 523-4474

Paul B. Rippel
Hopkins Roden Crockett
Hansen & Hoopes, PLLC

Re: Deposition of Christianne Vreeken

Dear Paul:

In response to the letter you provided to me on March 22, 2004, please be advised that my clients are not willing to wait until August to take the deposition of Christianne Vreeken in view of the fact that the trial is scheduled to begin on September 7, 2004. As you are aware, we have now scheduled to take the deposition of Christianne Vreeken on April 5, 2004. As I advised you in my letter dated March 10, 2004, we are willing to reschedule the deposition for any other date in April. If Christianne Vreeken is not willing to appear on April 5th or on any other day in April, please advise me of the same in writing and I will file the appropriate motion to compel.

Very truly yours,


Charles A. Homer

c: Thomas R. Gold (via telefax)
Brent T. Robinson (via telefax)

G:\WPDATA\CAH\10199\Rippel.32304 fax letter.wpd



Law Offices
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
CHARLES A. HOMER
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(1939-1982)
William S. Holden
(1907-1988)

Of Counsel
Fred J. Hahn

March 30, 2004

TELEFAX: 523-4474

Paul B. Rippel
Hopkins Roden Crockett
Hansen & Hoopes, PLLC

Re: Deposition of Christianne Vreeken

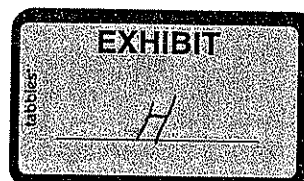
Dear Paul:

I have been trying to reach you by telephone to find out whether or not I need to schedule a court reporter for the Christianne Vreeken deposition which is scheduled for April 5, 2004. Since I have not received any response from you, I am assuming that Christianne is not planning on appearing for her deposition. Therefore, unless I receive further word from you, I will not schedule a court reporter for April 5th. However, I will be filing the appropriate Motion to Compel with the court. If I need to schedule a court reporter for April 5th, please let me know. Also, if you would like to discuss these matters in further detail, please call me.

Very truly yours,


Charles A. Homer

0:\WPDATA\CAH\1018\Kippel.31004.doc letter.wpd



HOPKINS RODEN CROCKETT HANSEN & HOOPES, PLLC
LAWYERS
SALISBURY BUILDING - 428 PARK AVENUE
P. O. BOX 51219
IDAHO FALLS, IDAHO 83405-1219
TELEPHONE (208) 523-4445
FAX (208) 523-4474

TO: Charles A. Homer, Esq. cc: Christianne W. Vreeken
FAX: 523-9518
FROM: Paul B. Rippel
DATE: March 30, 2004
RE: Christianne Vreeken vs. Lockwood, et. al.
Deposition scheduling

Total Number of Pages (including this page): - 1 -

Dear Chuck:

I apologize for not returning your call before the end of the day yesterday. In response to your letter of March 23, 2004, and as mentioned in previous correspondence, because of Christianne's employment demands and allowable "holiday" times, she cannot commit to being in Idaho Falls for her deposition on April 5 or any other time in April. I will still agree to set Tom Gold's examination at a time convenient to all parties and would ask for the same consideration from your clients.

Very truly yours,

Paul B. Rippel
Paul B. Rippel

NOTE: If a problem arises during transmission, please call Connie at 208-523-4445

ORIGINAL TO BE MAILED: NO

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J.S. In response to your fax of 3/30, received in my absence, I will be calling you as soon as I can to look for common ground on scheduling. P. Rippel



HOPKINS RODEN CROCKETT HANSEN & HOOPES, PLLC
LAWYERS
SALISBURY BUILDING - 428 PARK AVENUE
P. O. BOX 51219
IDAHO FALLS, IDAHO 83405-1219
TELEPHONE (208) 523-4445
FAX (208) 523-4474

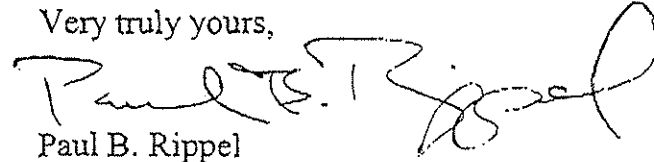
TO: Charles A. Homer, Esq. cc: Christianne W. Vreeken
FAX: 523-9518
FROM: Paul B. Rippel
DATE: March 31, 2004
RE: Christianne Vreeken vs. Lockwood, et. al.
Deposition scheduling

Total Number of Pages (including this page): - 1 -

Dear Chuck:

After further contemplation of your insistence on a deposition date in April, and the fax I sent this morning, I write to present additional options. I first reiterate that Christianne is willing to give her deposition after she gets home from work in the evening (eight hours earlier here), by telephone, with any documents pre-arranged. Christianne can also be available in Holland to give her deposition on a weekend, when her work schedule would not pose the problem I described in asking you to agree on August dates. Thus, please consider all three of the described options.

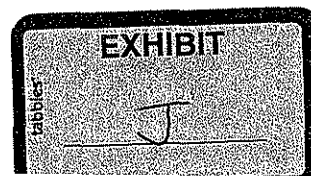
Very truly yours,


Paul B. Rippel

NOTE: If a problem arises during transmission, please call Connie at 208-523-4445

ORIGINAL TO BE MAILED: NO

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Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
330 Shoup Avenue, 3rd Floor
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Defendant Thomas R. Gold and
and for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

THOMAS R. GOLD, an individual,

CrossClaimant,

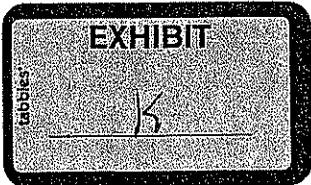
vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.

CASE NO. CV-01-2279

**MOTION FOR SANCTIONS AGAINST
CHRISTIANNE VREEKEN FOR
FAILURE TO APPEAR AT
DEPOSITION**



FILE COPY

THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

COME NOW Defendant/CrossClaimant Thomas R. Gold and Third Party Plaintiffs, Richard L. Gold, and Tomac Packaging, Inc. (referred to collectively herein as "Defendants"), by and through counsel of record, Charles A. Homer of the firm of Holden, Kidwell, Hahn & Crapo, P.L.L.C., pursuant to Rules 37 of the Idaho Rules of Civil Procedure, and move the Court for an order imposing sanctions against the Plaintiff, Christianne Vreeken ("Christianne"), by reason of the following facts and conduct:

1. Christianne's deposition was noticed up for April 5, 2004, at 9:00 a.m., at the law offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., in Idaho Falls, Idaho (a true and correct copy of the Notice of Deposition Duces Tecum Christianne Vreeken dated March 10, 2004, is attached as Exhibit "B" to the Affidavit of Charles A. Homer in Support of Motion for Sanctions against Christianne Vreeken, dated April 1, 2004). Christianne, through counsel Paul Rippel, has informed counsel for Defendants that Christianne will not appear at the time and place scheduled for the taking of her deposition on August 5, 2003. Counsel for Defendants, Charles A. Homer, then informed Paul Rippel that

Defendants would be willing to reschedule the taking of Christianne's deposition for any other time during the month of April. Paul Rippel informed Defendants counsel that Christianne will not appear in Idaho in April for the taking of her deposition. Paul Rippel indicated that Christianne would appear in August in Idaho for the taking of her deposition, or that she would be willing to have her deposition taken by telephone after work, or that she would be willing to have her deposition taken in Holland on a weekend when her work schedule would not pose a problem.

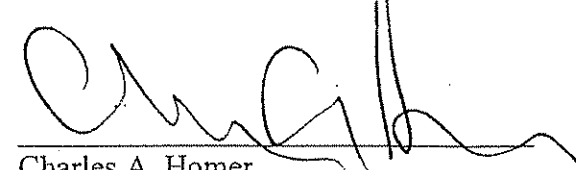
2. In a separate Motion to Compel, filed contemporaneous herewith, Defendants have requested an order together with sanctions from this Court requiring and compelling Christianne to respond to the following discovery propounded on her in accordance with the Idaho Rules of Civil Procedure:

"Defendant's Third Set of Interrogatories and Requests for Production to Christianne Vreeken" dated November 7, 2003; responses to which were due 14 days after service and are currently long overdue.

Pursuant to Rule 37(d) and Rule 37(b) of the Idaho Rules of Civil Procedure, Defendants respectfully request that this Court impose sanctions against the Plaintiff Christianne Vreeken including, but not limited to, the entry of a judgment against Plaintiff Christianne Vreeken for the following:

1. For legal fees in the amount of \$1,500.00;
2. That Plaintiffs' Complaint be dismissed with prejudice; and
3. That any and all obligations the subject of Plaintiff's Complaint, including, but not limited to, the promissory note, loan number 15535842, dated November 18, 1999, be deemed to be fully satisfied and paid in full.

Dated this 1st day of April, 2004.


Charles A. Homer
Holden, Kidwell, Hahn & Crapo, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that on this 1 day of April, 2004, I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED:

MOTION FOR SANCTIONS

ATTORNEYS SERVED:

Brent T. Robinson
LING & ROBINSON
P.O. Box 396
Rupert, Idaho 83350-0396

☒ First Class Mail
☐ Hand Delivery
☐ Facsimile
☐ Certified

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
P.O. Box 51219
P.O. Box 51219 Idaho Falls, ID 83405-1219

☒ First Class Mail
☐ Hand Delivery
☐ Facsimile
☐ Certified


Charles A. Homer
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

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Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
330 Shoup Avenue, 3rd Floor
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

4 APP -1 7387

Attorneys for Defendant Thomas R. Gold and
and for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

**AFFIDAVIT OF CHARLES A. HOMER
FOR MOTION FOR SANCTIONS
AGAINST CHRISTIANNE VREEKEN**

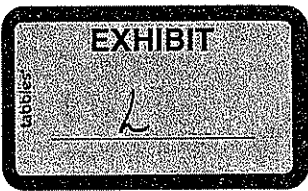
THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.



THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING CORPORATION, a Delaware corporation ("LPC"); and LOCKWOOD PACKAGING CORPORATION IDAHO, an Idaho corporation ("LPC Idaho"),

Third Party Defendants.

STATE OF IDAHO)
)ss.
County of Bonneville)

Charles A. Homer, affiant, being first duly sworn on oath, deposes and says:

1. I am one of the attorneys for the Defendant/Cross-claimant, Thomas R. Gold and Third Party Plaintiffs, Richard L. Gold and Tomac Packaging, Inc. (hereinafter referred to as the "Defendants") in the above-referenced matter.
2. I make this affidavit based on my own personal knowledge.
3. On March 10, 2004, I did notice up the deposition of the Plaintiff, Christianne Vreeken, to take place in the law offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., in Idaho Falls, Idaho, beginning at 9:00 a.m. on Monday, April 5, 2004. A true and correct copy of the Notice of Deposition is attached hereto as Exhibit "A".

4. Counsel for Christianne Vreeken, Paul Rippel, has informed me that Christianne Vreeken will not appear for her scheduled deposition on April 5, 2004.

5. I have offered to reschedule the deposition of Christianne Vreeken for any time during the month of April 2004, but have been informed by Paul Rippel that Christianne Vreeken will not appear for her deposition in April.

6. Counsel for Christianne Vreeken has expressed a willingness to have her deposition taken in Idaho Falls in August 2004, or to have her deposition taken telephonically after she gets home from work in the evenings, or that she would be available for her deposition to be taken in Holland on a weekend when her work schedule would not be a problem.

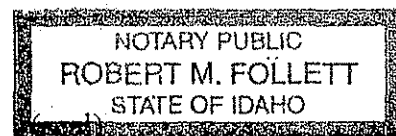
7. Further affiant saith not.

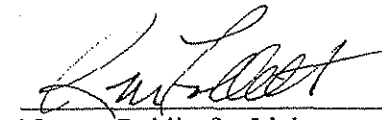
Date: 4/1/04

AFFIANT


Charles A. Homer

SUBSCRIBED AND SWORN TO before me this 1 day of April, 2004.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-17-2006

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of April, 2004, I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED:

AFFIDAVIT OF CHARLES A. HOMER

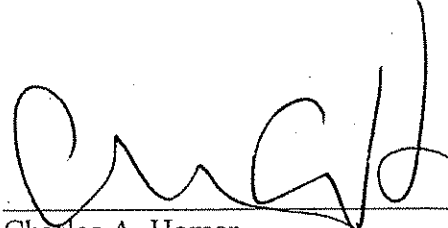
ATTORNEYS SERVED:

Brent T. Robinson
LING & ROBINSON
P.O. Box 396
Rupert, Idaho 83350-0396

(☒) *First Class Mail*
() *Hand Delivery*
() *Facsimile*
() *Certified*

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
P.O. Box 51219
Idaho Falls, ID 83405-1219

(☒) *First Class Mail*
() *Hand Delivery*
() *Facsimile*
() *Certified*



Charles A. Homer

HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

G:\WPDATA\RMF\10199 Gold\Bank of Idaho\Pleadings & Disc\Motions\Motion to Compel Christianne Depo\Aff CAH Compel Christianne Depo 3 31 04.rtf

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Drive, Suite 200
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Defendant Thomas R. Gold and
for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

AMENDED NOTICE OF DEPOSITION
DUCES TECUM (CHRISTIANNE
VREEKEN)

THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.



THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

TO: CHRISTIANNE VREEKEN AND HER COUNSEL OF RECORD

PLEASE TAKE NOTICE, that at 9:00 a.m., on Monday, the 5th day of April, 2004, at the
law offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., 1000 Riverwalk Drive, Suite 200, Idaho
Falls, Idaho, Defendant/Cross-Claimant, Thomas R. Gold and Third-Party Plaintiffs, Richard L.
Gold and Tomac Packaging, Inc., (referred to collectively as the "Defendant") in the above entitled
action will take the deposition of the Plaintiff, Christianne Vreeken.

The deposition will be taken upon oral examination pursuant to the Rules of Civil Procedure,
before a notary public and qualified court reporter. The oral examination will continue from day to
day until completed. You are invited to attend and cross examine.

Pursuant to Rule 30(b) and to the extent you have not previously produced the following documentation, the deponent is required to bring to the deposition the following items and documents identified or indicated on Exhibit "A" attached hereto which are in the deponent's possession or which are under deponent's control.

DEFINITIONS

The following definitions shall apply to this notice:

1. The term "document" or "documents" is used in its customary broad sense, and means any kind of printed, recorded, written, graphic, or photographic matter (including tape recording), however, printed, produced, reproduced, coded or stored, of any kind and/or description, whether sent or received or not, including originals, copies, reproductions, facsimiles, drafts, and both sides thereof, and including, without limitation, papers, books, accounts, letters, models, photographs, drawings, sketches, blueprints, objects, tangible things, correspondence, telegrams, cables, telex messages, memoranda, notes, notations, work papers, routing slips, intra and inter-office communications to, between, and/or among directors, officers, agents, or employees, transcripts, minutes, reports, and recordings of telephone or other conversations, or of interviews, or of conferences, or of committee meetings, or of meetings, affidavits, statements, summaries, opinions, court or administrative pleadings, reports, indices, studies, analyses, forecasts, evaluations, contracts, licenses, agreements, invoices, notebook entries, ledgers, journals, books or records of account, summaries of account, balance sheets, income statements, questionnaires, answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins, pamphlets, trade letters, desk calendars, appointment books, diaries, telephone logs, expense accounts, lists, tabulations, charts, graphs, maps, surveys, sound recordings, data sheets, computer tapes and disks, magnetic tapes,

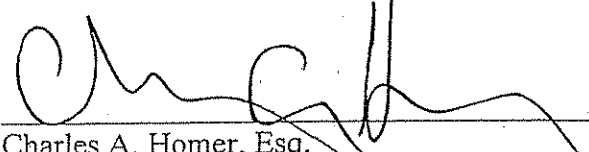
punch cards, computer printouts, data processing input and output, computer files, computer programs, computer program coding sheets, microfilms, microfiche, all other records kept by electronic, photographic or mechanical means, and things similar to any of the foregoing, regardless of their author or origin, of any kind.

2. "You", "your", "yourself" and any similar pronoun shall mean the deponent, Christianne Vreeken.

3. "Relating to" or "regarding" shall mean relating to, referring to, pertaining to, discussing, concerning, regarding, commenting on, constituting or compromising, whether in whole or in part.

4. The terms "and" and "or" shall include both the disjunctive and the conjunctive, and the phrase "and/or".

Dated: March 10, 2004



Charles A. Homer, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED: AMENDED NOTICE OF DEPOSITION DUCES TECUM
(CHRISTIANNE VREEKEN)

ATTORNEYS SERVED:

Brent T. Robinson
LING & ROBINSON
Post Office Box 396
Rupert, Idaho 83350-0396

() First Class Mail
() Hand Delivery
(X) Facsimile
() Certified

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
PO Box 51219
Idaho Falls, ID 83405-1219

() First Class Mail
() Hand Delivery
(X) Facsimile
() Certified

Dated: Mar 10, 2004


Charles A. Homer, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

G:\WPDATA\CAH\10199\Depo.Christianne.31004.wpd

EXHIBIT "A"

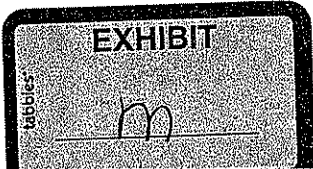
1. Any and all correspondence, documents and/or materials of any kind which pertain to, or support, or which relate in any way to any matter claimed or alleged in any of the pleadings on file in this action as Case No. CV-01-2279, in the District Court of Bonneville County, State of Idaho.
2. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's First Set of Interrogatories and Requests for Production to Christianne Vreeken dated September 12, 2002.
3. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's Second Set of Interrogatories and Requests for Production to Christianne Vreeken dated October 14, 2002, and Defendant's Third Set of Interrogatories and Requests for Production to Christianne Vreeken dated November 7, 2003.
4. Any and all correspondence, documents and/or materials of any kind responsive in any way to the information and materials which are the subject matter of the Court's Orders to Compel, dated August 13, 2002; October 4, 2002; and August 20, 2003.
5. Any and all correspondence, documents and/or materials of any kind in any way relating to, or associated with, the assignment of any of the claim(s) which are the subject of this action instituted by the Bank of Idaho to, or which relate to the acquisition of such Bank of Idaho claims by Christianne Vreeken.
6. Any and all correspondence, documents and/or materials of any kind between you (or on your behalf, or in any way related to, the issues of your assignment of any right or interest of the Bank of Idaho in this litigation, or in the procurement of any security or any negotiations of any kind with any of the Defendants herein) and the following persons or entities: the Bank of Idaho, Lockwood Packaging Corporation Idaho (LPC Idaho), Lockwood Packaging Corporation (LPC), Lockwood Engineering, B.V. (LEBV), Gerbroeders Meijer Belegging, B.V (GMBBV), Hans Van Der Sande, Ellen Van Der Sande, Richard Gold, Thomas Gold, and/or Jan Vreeken.
7. Any and all correspondence, documents and/or materials of any kind reflecting any transfer of monies, assets, security, real property, or any property of any kind or nature and/or any interest therein, between you and any of the named Defendants herein (or any other person or entity for or on behalf of any of the named Defendants), or any other person or entity including, but not limited to, LPC Idaho, LPC, LEBV, GMBBV, Jan Vreeken, Hans Van Der Sande, and/or Ellen Van Der Sande—including, but not limited to, any and all such transfers occurring within one year prior to the date of your substitution as party plaintiff in this litigation through the date of your deposition.

8. Any and all correspondence, documents and/or materials of any kind relating in any way to any of the claim(s) which are the subject of the action instituted by the Eastern Idaho Economic Development Corporation ("EIEDC"), District Court of Bonneville County case No. CV-01-5449, or which relate to any claim by the Citizens Bank of Boston, Mass., or which relate to any transfer or assignment of any claim or interest pertaining to the Memorandum of Understanding dated May 2000.
9. Any and all written documentation and/or materials showing the current following described financial information for LPC Idaho, LPC, LEBV, GMBBV, and Christianne Vreeken: financial statements; tax returns; reports showing income; reports showing expenses; statement of current assets; any disposition of assets (excluding inventory sold in the normal course of business); statements of current accounts receivable; and statements of current accounts payable.
10. Any and all correspondence, documents and/or materials of any kind relating to or demonstrating any of the following interests which you may have in LPC Idaho, LPC, LEBV, or GMBBV: any ownership interest; any employment relationship; any position including, but not limited to, an officer or director; and/or any contractual relationship of any kind.
11. Any and all documents and materials of any kind which you intend to use as Exhibits at trial.

P.L. in Plucky file *Chuck Abner*

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,)	
)	
Plaintiff,)	Case No. CV-2001-2279
vs.)	
)	MINUTE ENTRY
LOCKWOOD ENGINEERING, B.V.,)	
a Netherlands corporation;)	
GERBROEDERS MEIJER BELEGGING,)	
B.V., a Netherlands corporation;)	
JAN VREEKEN, an individual, and)	
THOMAS R. GOLD, an individual,)	
)	
Defendant.)	
<hr/>		
THOMAS R. GOLD, an individual,)	
)	
Cross-Claimant,)	
)	
vs.)	
)	
LOCKWOOD ENGINEERING, B.V.,)	
a Netherlands corporation;)	
GERBROEDERS MEIJER BELEGGING,)	
B.V., a Netherlands corporation a/k/a;)	
GERBROEDERS MEIJER BELEGGING,)	
B.V.; and JAN VREEKEN, an individual,)	
)	
Cross-Defendants.)	
<hr/>		
THOMAS R. GOLD, an individual,)	
RICHARD L. GOLD, an individual, and)	
TOMAC PACKAGING, INC., a)	
Massachusetts corporation)	
)	
Cross-Claimants and)	
Third-Party Plaintiffs,)	



)
vs.)
)
LOCKWOOD PACKAGING)
CORPORATION, a Delaware corporation)
("LPC"); and LOCKWOOD PACKAGING)
CORPORATION IDAHO, and Idaho)
Corporation ("LPC Idaho"),)
)
Third Party Defendants.)
_____)

April 13, 2004, a Motion for Protective Order came on for hearing before the Honorable
Jon J. Shindurling, District Judge, sitting in chambers at Idaho Falls, Idaho.

Ms. Nancy Marlow, Court Reporter and Ms. Rhonda Quintana, Deputy Court Clerk, were
present.

Mr. Paul B. Rippel appeared on behalf of the plaintiff.

Mr. Brent T. Robinson appeared telephonically on behalf of the defendant.

Mr. Chuck Homer appeared behalf of the defendant and third party plaintiffs.

Mr. Homer addressed the Court and requested that the discovery cut-off date be extended to
the end of June.

Mr. Rippel had no objection.

Mr. Robinson had no objection.

The Court extended the cut-off date to June 30, 2004, and asked Mr. Homer to prepare the
order.

Mr. Homer addressed the Court in support of the Motion for Protective Order regarding the
testimony of Mr. Ceuppens.

Mr. Robinson responded and indicates this motion may be premature.

Mr. Rippel declined to respond.


Mr. Homer responded in rebuttal.

The Court directs the parties that there will be no intimidation regarding the truthful testimony of Mr. Ceuppens. The Court reserves any rights for determination for sanctions. The Court ordered that compliance be done by April 26, 2004. The Court asked Mr. Homer to prepare an order to that effect.

Mr. Robinson inquired of the Court.

The Court responded and specified that the parties will do nothing regarding intimidation in the testimony of Mr. Ceuppens.

Court was thus adjourned.



JON J. SHINDURLING
District Judge

c: Paul Rippel
Chuck Homer
Brent Robinson
CC-2004-332 @ 95

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

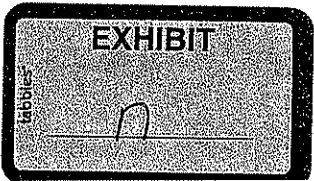
CHRISTIANNE VREEKEN,)
)
Plaintiff,)
vs.)
)
LOCKWOOD ENGINEERING, B.V.,)
a Netherlands corporation;)
GERBROEDERS MEIJER BELEGGING,)
B.V., a Netherlands corporation;)
JAN VREEKEN, an individual, and)
THOMAS R. GOLD, an individual,)
)
Defendants.)
)

Case No. CV-2001-2279

MINUTE ENTRY

THOMAS R. GOLD, an individual,)
)
Cross-Claimant,)
)
vs.)
)
LOCKWOOD ENGINEERING, B.V.,)
a Netherlands corporation;)
GERBROEDERS MEIJER BELEGGING,)
B.V., a Netherlands corporation a/k/a;)
GERBROEDERS MEIJER BELEGGING,)
B.V.; and JAN VREEKEN, an individual,)
)
Cross-Defendants.)
)

THOMAS R. GOLD, an individual,)
RICHARD L. GOLD, an individual, and)
TOMAC PACKAGING, INC., a)
Massachusetts corporation)
)
Cross-Claimants and)
Third-Party Plaintiffs,)
)



vs.)
)
LOCKWOOD PACKAGING)
CORPORATION, a Delaware corporation)
("LPC"); and LOCKWOOD PACKAGING)
CORPORATION IDAHO, and Idaho)
Corporation ("LPC Idaho"),)
)
Third Party Defendants.)
_____)

May 3, 2004, a Motion to Compel, Motion for Sanctions, and Motion came on for hearing before the Honorable Jon J. Shindurling, District Judge, sitting in open court at Idaho Falls, Idaho.

Ms. Nancy Marlow, Court Reporter and Ms. Rhonda Quintana, Deputy Court Clerk, were present.

Mr. Paul B. Rippel appeared on behalf of the plaintiff.

Mr. Brent T. Robinson appeared telephonically on behalf of the defendant.

Mr. Chuck Homer appeared behalf of the defendant and third party plaintiffs.

Mr. Homer addressed the Court in support of the Motion to Compel, Motion for Sanctions, and Motion for Reconsideration for the deposition of the plaintiff.

Mr. Robinson responded in opposition to the motions indicating the all such information has been provided other than that not yet received by Mr. Robinson.

Mr. Homer indicated clarification of the request for interrogatories.

The Court will grant the Motion to Compel with the exception to the Telford issue.

The Court will grant sanctions and will reserve the amount and asked that Mr. Homer prepare the Order.

Mr. Rippel addressed the Court in opposition of the Motion for Deposition of Christianne Vreeken indicating they have tried to cooperate and have no objection to a personal deposition as long as it is not burdensome to his client. Mr. Rippel indicated that he has filed an objection to the Motion for Reconsideration and asked that this motion be denied.


Mr. Homer responded in rebuttal and presented oral argument.

The Court granted the Motion for Deposition of Christianne Vreeken on a personal basis.

The Court vacated the current trial setting and re-scheduled jury trial for April 4, 2005, at 1:30 p.m. extending two (2) weeks. The Court encouraged all parties to complete depositions by the end of August, 2004.

The Court will take the Motion for Reconsideration under advisement and issue a written decision. Mr. Homer is to prepare the order for deposition.

Court was thus adjourned.



JON J. SHINDURLING
District Judge

c: Paul Rippel
Chuck Homer
Brent Robinson
CC-2004-430/442 @ 2075/0

Law Offices
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
CHARLES A. HOMER
GARY L. MEIKLE
DONALD L. HARRIS
DALE W. STORER
MARIE T. TYLER
ROBERT M. FOLLETT
FREDERICK J. HAHN, III
KARL R. DECKER
THEL W. CASPER
SHAN B. PERRY
AMELIA A. SHEETS
DEANNE CASPERSON

1000 RIVERWALK DRIVE, SUITE 200
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
FACSIMILE (208) 523-9518
E-MAIL CHOMER@HOLDENLEGAL.COM

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

Of Counsel
Fred J. Hahn

June 16, 2004

TELEFAX: 523-4474

Paul B. Rippel
Hopkins Roden Crockett
Hansen & Hoopes, PLLC

Re: Deposition of Christianne Vreeken

Dear Paul:

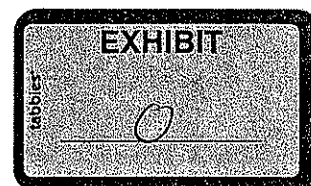
As we have previously discussed, it is my understanding that Christianne Vreeken is willing to come to Idaho for us to take her deposition during her vacation time in August. I would like to schedule her deposition to be taken some time during the week of August 23rd or the week of August 30th. Please let me know within ten days which week Christianne Vreeken would prefer to appear for her deposition.

Very truly yours,

Charles A. Homer

c: Thomas Gold (via telefax)

G:\WPDATA\CAH\10199\Rippel 01604.fax letter.wpd



HOPKINS RODEN CROCKETT HANSEN & HOOPES, PLLC
LAWYERS
SALISBURY BUILDING - 428 PARK AVENUE
P. O. BOX 51219
IDAHO FALLS, IDAHO 83405-1219
TELEPHONE (208) 523-4445
FAX (208) 523-4474
E-MAIL iflaw@hrchh.com

TO: Charles A. Homer, Esq. 523-9518 cc: Brent T. Robinson, Esq.
208-436-6804
FROM: Paul B. Rippel, Esq.
DATE: June 29, 2004
RE: Christianne Vreeken vs. Lockwood Engineering, et al.
Bonneville County Case No. CV-01-2279
Deposition Scheduling

Dear Chuck:

As luck would have it, I was out on a family vacation from the 15th through the 27th when your letter of June 16, 2004 arrived on deposition scheduling.

As I had advised as early as the end of March this year, because of "holiday" times for Christianne and her husband, she can be in Idaho Falls for a deposition in the period of August 2 through 15, 2004, not the latter two weeks of August as your letter has requested. We had asked and continue to ask that you set her deposition during that period, preferably closer to the 2nd. I have also offered to set Tom Gold's additional examination during that same period so that he would not need to travel here twice, i. e. to be at her deposition and for giving additional testimony of his own. Please get back to me on this at your next opportunity.

I also ask that you inform me of your progress, or lack thereof, on the taking of the deposition of Jerry Cueppens so that I may keep my calendar in order.

Very truly yours,


Paul B. Rippel

NOTE: If a problem arises during transmission, please call Connie at 208-523-4445.

ORIGINAL TO BE MAILED: Yes No ✓

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(1939-1982)
William S. Holden
(1907-1988)

Of Counsel
Fred J. Hahn

June 30, 2004

TELEFAX: 208-436-6804

Brent T. Robinson
Ling & Robinson

Re: Vreeken v Gold, et al.; Bonneville County Case No.: CV-01-2279
Consent and Release

Dear Brent:

I have now been able to review the documentation you recently provided to me in response to the Gold Interrogatories and Request for Production of Documents. I am enclosing a copy of the Defendant's Third Set of Request for Production to Lockwood Packaging Corporation dated August 21, 2003. I do not believe that we have received any response to this Request for Production dated August 21, 2003. Please contact me and advise when we can expect to receive a response to this Request for Production so that hopefully it will not be necessary for us to go back to the Judge for another order. I believe the last hearing on Motion to Compel in which the Judge ordered compliance with our Request for Production of Documents included the enclosed Request.

In addition, as you are aware, Melanie Harris testified in her deposition that assets of Lockwood Idaho were transferred to Christianne in order to satisfy part of the debt she purchased from the Bank of Idaho. Although we requested copies of all of this documentation, accounting records pertaining to this transaction, it appears that you have simply objected to the Interrogatory and Request for Production of Documents on these items. We also ask Christianne to produce the same documentation to us and in her response she indicated that the documentation could be made available to us by Lockwood Idaho. I am surprised that you continue to take position that such documentation is not relevant to the transaction if in fact assets were transferred to Christianne in satisfaction of the Bank of Idaho debt. Please call me as soon as possible so that I may discuss with you whether or not

Charles A. Homer

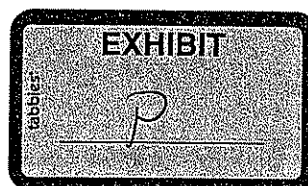
From: Charles A. Homer [chomer@holdenlegal.com]
Sent: Thursday, July 01, 2004 3:03 PM
To: 'Rippel, Paul (rip@hrchh.com)'
Cc: Gold, Richard (Gold, Richard); Gold, Thomas R. (Gold, Thomas R.); Robinson, Brent (btr@idlafirm.com)
Subject: Deposition Dates
Contacts: Rippel, Paul

I was able to contact Tom Gold today and confirm with him that the deposition dates of September 8, 9 and 10 are acceptable to him. I will also talk to Richard Gold tomorrow to verify that he does not have a problem with these dates. If you do not hear from me by the 5 o'clock tomorrow you may assume these dates are acceptable. I will then send you a notice setting up Christianne's deposition for September 8th and I assume you will notice up the continuation of Tom Gold's deposition for September 9th.
Chuck

Charles A. Homer, Esq.
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
P.O. Box 50130
1000 Riverwalk Drive, Suite 200
Idaho Falls, Idaho, 83405
Tel: 208/523-0620
Fax: 208/523-9518
Email: chomer@holdenlegal.com

CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email to the sender or collect telephone call to (208) 523-0620. Thank you.

707



Charles A. Homer

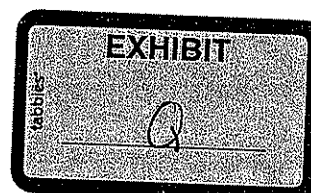
From: Charles A. Homer [chomer@holdenlegal.com]
Sent: Friday, July 02, 2004 8:45 AM
To: 'Rippel, Paul (rip@hrchh.com)'
Cc: Robinson, Brent (btr@idlawfirm.com); Gold, Richard (Gold, Richard); Gold, Thomas R. (Gold, Thomas R.)
Subject: Christianne Deposition
Contacts: Rippel, Paul

I have talked to Richard Gold and confirmed that Sept 8, 9 and 10 are acceptable. I will prepare and send to you a deposition notice for Christianne on Sept. 8th.

Charles A. Homer, Esq.
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
P.O. Box 50130
1000 Riverwalk Drive, Suite 200
Idaho Falls, Idaho, 83405
Tel: 208/523-0620
Fax: 208/523-9518
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708



9/15/2004

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Drive, Suite 200
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

22 PM 4:21

Attorneys for Defendant Thomas R. Gold and
for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

SECOND AMENDED NOTICE OF
DEPOSITION DUCES TECUM
(CHRISTIANNE VREEKEN)

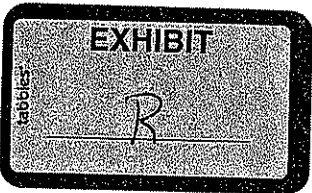
THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.



THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

TO: CHRISTIANNE VREEKEN AND HER COUNSEL OF RECORD

PLEASE TAKE NOTICE, that at 1:00 p.m., on Wednesday, the 8th day of September, 2004,
at the law offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., 1000 Riverwalk Drive, Suite 200,
Idaho Falls, Idaho, Defendant/Cross-Claimant, Thomas R. Gold and Third-Party Plaintiffs, Richard
L. Gold and Tomac Packaging, Inc., (referred to collectively as the "Defendant") in the above
entitled action will take the deposition of the Plaintiff, Christianne Vreeken.

The deposition will be taken upon oral examination pursuant to the Rules of Civil Procedure,
before a notary public and qualified court reporter. The oral examination will continue from day to
day until completed. You are invited to attend and cross examine.

Pursuant to Rule 30(b) and to the extent you have not previously produced the following
documentation, the deponent is required to bring to the deposition the following items and

documents identified or indicated on Exhibit "A" attached hereto which are in the deponent's possession or which are under deponent's control.

DEFINITIONS

The following definitions shall apply to this notice:

1. The term "document" or "documents" is used in its customary broad sense, and means any kind of printed, recorded, written, graphic, or photographic matter (including tape recording), however, printed, produced, reproduced, coded or stored, of any kind and/or description, whether sent or received or not, including originals, copies, reproductions, facsimiles, drafts, and both sides thereof, and including, without limitation, papers, books, accounts, letters, models, photographs, drawings, sketches, blueprints, objects, tangible things, correspondence, telegrams, cables, telex messages, memoranda, notes, notations, work papers, routing slips, intra and inter-office communications to, between, and/or among directors, officers, agents, or employees, transcripts, minutes, reports, and recordings of telephone or other conversations, or of interviews, or of conferences, or of committee meetings, or of meetings, affidavits, statements, summaries, opinions, court or administrative pleadings, reports, indices, studies, analyses, forecasts, evaluations, contracts, licenses, agreements, invoices, notebook entries, ledgers, journals, books or records of account, summaries of account, balance sheets, income statements, questionnaires, answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins, pamphlets, trade letters, desk calendars, appointment books, diaries, telephone logs, expense accounts, lists, tabulations, charts, graphs, maps, surveys, sound recordings, data sheets, computer tapes and disks, magnetic tapes, punch cards, computer printouts, data processing input and output, computer files, computer programs, computer program coding sheets, microfilms, microfiche, all other records kept by

electronic, photographic or mechanical means, and things similar to any of the foregoing, regardless of their author or origin, of any kind.

2. "You", "your", "yourself" and any similar pronoun shall mean the deponent, Christianne Vreeken.

3. "Relating to" or "regarding" shall mean relating to, referring to, pertaining to, discussing, concerning, regarding, commenting on, constituting or compromising, whether in whole or in part.

4. The terms "and" and "or" shall include both the disjunctive and the conjunctive, and the phrase "and/or".

Dated: _____

Robert M. Follett, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED: AMENDED NOTICE OF DEPOSITION DUCES TECUM
(CHRISTIANNE VREEKEN)

ATTORNEYS SERVED:

Brent T. Robinson
LING & ROBINSON
Post Office Box 396
Rupert, Idaho 83350-0396
208-436-6804

(☒) First Class Mail
(☐) *Hand Delivery*
(☐) Facsimile
(☐) *Certified*

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
PO Box 51219
Idaho Falls, ID 83405-1219
208-523-4474

() First Class Mail
() Hand Delivery
() Facsimile
() Certified

Dated: _____

Robert M. Follett, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

EXHIBIT "A"

1. Any and all correspondence, documents and/or materials of any kind which pertain to, or support, or which relate in any way to any matter claimed or alleged in any of the pleadings on file in this action as Case No. CV-01-2279, in the District Court of Bonneville County, State of Idaho.
2. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's First Set of Interrogatories and Requests for Production to Christianne Vreeken dated September 12, 2002.
3. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's Second Set of Interrogatories and Requests for Production to Christianne Vreeken dated October 14, 2002, and Defendant's Third Set of Interrogatories and Requests for Production to Christianne Vreeken dated November 7, 2003.
4. Any and all correspondence, documents and/or materials of any kind responsive in any way to the information and materials which are the subject matter of the Court's Orders to Compel, dated August 13, 2002; October 4, 2002; and August 20, 2003.
5. Any and all correspondence, documents and/or materials of any kind in any way relating to, or associated with, the assignment of any of the claim(s) which are the subject of this action instituted by the Bank of Idaho to, or which relate to the acquisition of such Bank of Idaho claims by Christianne Vreeken.
6. Any and all correspondence, documents and/or materials of any kind between you (or on your behalf, or in any way related to, the issues of your assignment of any right or interest of the Bank of Idaho in this litigation, or in the procurement of any security or any negotiations of any kind with any of the Defendants herein) and the following persons or entities: the Bank of Idaho, Lockwood Packaging Corporation Idaho (LPC Idaho), Lockwood Packaging Corporation (LPC), Lockwood Engineering, B.V. (LEBV), Gerbroeders Meijer Belegging, B.V (GMBBV), Hans Van Der Sande, Ellen Van Der Sande, Richard Gold, Thomas Gold, and/or Jan Vreeken.
7. Any and all correspondence, documents and/or materials of any kind reflecting any transfer of monies, assets, security, real property, or any property of any kind or nature and/or any interest therein, between you and any of the named Defendants herein (or any other person or entity for or on behalf of any of the named Defendants), or any other person or entity including, but not limited to, LPC Idaho, LPC, LEBV, GMBBV, Jan Vreeken, Hans Van Der Sande, and/or Ellen Van Der Sande—including, but not limited to, any and all such transfers occurring within one year prior to the date of your substitution as party plaintiff in this litigation through the date of your deposition.

8. Any and all correspondence, documents and/or materials of any kind relating to or demonstrating any of the following interests which you may have in LPC Idaho, LPC, LEBV, or GMBBV: any ownership interest; any employment relationship; any position including, but not limited to, an officer or director; and/or any contractual relationship of any kind.
9. Any and all documents and materials of any kind which you intend to use as Exhibits at trial.

G:\WPDATA\CAH\10199\Second Amended Depo.Christiane.71904.wpd

Charles A. Homer

From: Paul Rippel [rip@hrchh.com].
Sent: Wednesday, August 25, 2004 11:09 PM
To: chomer@holdenlegal.com
Subject: Deposition dates

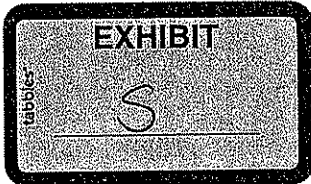
Dear Chuck:

I spoke with Christianne today at about noon our time, and hopefully you have received my voice mail on the same. She had to get her next three months work schedule straight with her company on Monday and Tuesday, as explained in my prior message. We are requesting that her deposition be scheduled somewhere in the dates of September 25 through September 29. She must be in the UK by Oct. 1, and with the time difference, the 29th is probably the last day possible. As I stated in my voice mail, due to commitments to take my daughter to college as well as work schedule, I can accommodate that time frame much better as well, and I am willing to work on that weekend of the 25th if need be. Please try to confirm arrangements as soon as possible. Also, I would appreciate some estimate of how long you think her deposition will take, for travel planning purposes.

Very truly yours,

Paul B. Rippel

This communication may contain information that is legally privileged, confidential or exempt from disclosure. If you are not the intended recipient, please note that any dissemination, distribution, or copying of this communication is strictly prohibited. Anyone who receives this message in error should notify the sender immediately by telephone or return e-mail and delete it from his or her computer.



Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Drive, Suite 200
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Defendant Thomas R. Gold and
for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

THIRD AMENDED NOTICE OF
DEPOSITION DUCES TECUM
(CHRISTIANNE VREEKEN)

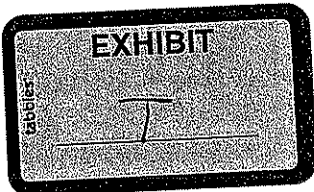
THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.



THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

TO: CHRISTIANNE VREEKEN AND HER COUNSEL OF RECORD

PLEASE TAKE NOTICE, that at 9:00 a.m., on Tuesday, the 28th day of September, 2004,
at the law offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., 1000 Riverwalk Drive, Suite 200,
Idaho Falls, Idaho, Defendant/Cross-Claimant, Thomas R. Gold and Third-Party Plaintiffs, Richard
L. Gold and Tomac Packaging, Inc., (referred to collectively as the "Defendant") in the above
entitled action will take the deposition of the Plaintiff, Christianne Vreeken.

The deposition will be taken upon oral examination pursuant to the Rules of Civil Procedure,
before a notary public and qualified court reporter. The oral examination will continue from day to
day until completed. You are invited to attend and cross examine.

Pursuant to Rule 30(b) and to the extent you have not previously produced the following
documentation, the deponent is required to bring to the deposition the following items and

documents identified or indicated on Exhibit "A" attached hereto which are in the deponent's possession or which are under deponent's control.

DEFINITIONS

The following definitions shall apply to this notice:

1. The term "document" or "documents" is used in its customary broad sense, and means any kind of printed, recorded, written, graphic, or photographic matter (including tape recording), however, printed, produced, reproduced, coded or stored, of any kind and/or description, whether sent or received or not, including originals, copies, reproductions, facsimiles, drafts, and both sides thereof, and including, without limitation, papers, books, accounts, letters, models, photographs, drawings, sketches, blueprints, objects, tangible things, correspondence, telegrams, cables, telex messages, memoranda, notes, notations, work papers, routing slips, intra and inter-office communications to, between, and/or among directors, officers, agents, or employees, transcripts, minutes, reports, and recordings of telephone or other conversations, or of interviews, or of conferences, or of committee meetings, or of meetings, affidavits, statements, summaries, opinions, court or administrative pleadings, reports, indices, studies, analyses, forecasts, evaluations, contracts, licenses, agreements, invoices, notebook entries, ledgers, journals, books or records of account, summaries of account, balance sheets, income statements, questionnaires, answers to questionnaires, statistical records, advertisements, brochures, circulars, bulletins, pamphlets, trade letters, desk calendars, appointment books, diaries, telephone logs, expense accounts, lists, tabulations, charts, graphs, maps, surveys, sound recordings, data sheets, computer tapes and disks, magnetic tapes, punch cards, computer printouts, data processing input and output, computer files, computer programs, computer program coding sheets, microfilms, microfiche, all other records kept by

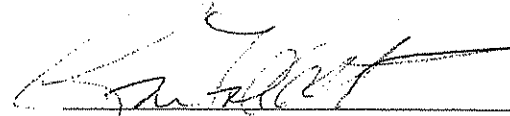
electronic, photographic or mechanical means, and things similar to any of the foregoing, regardless of their author or origin, of any kind.

2. "You", "your", "yourself" and any similar pronoun shall mean the deponent, Christianne Vreeken.

3. "Relating to" or "regarding" shall mean relating to, referring to, pertaining to, discussing, concerning, regarding, commenting on, constituting or compromising, whether in whole or in part.

4. The terms "and" and "or" shall include both the disjunctive and the conjunctive, and the phrase "and/or".

Dated: 8-30-2004



Robert M. Follett, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

**DOCUMENT SERVED: THIRD AMENDED NOTICE OF DEPOSITION DUCES
TECUM (CHRISTIANNE VREEKEN)**

ATTORNEYS SERVED:

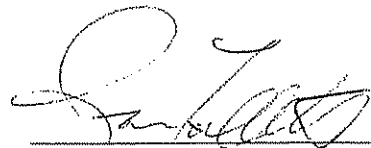
Brent T. Robinson
LING & ROBINSON
P.O. Box 396
Rupert, Idaho 83350-0396
208-436-6804

(☒) First Class Mail
(☒) Hand Delivery
(☒) Facsimile
() Certified

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
P.O. Box 51219
Idaho Falls, ID 83405-1219
208-523-4474

(☒) First Class Mail
(☒) Hand Delivery
(☒) Facsimile
() Certified

Dated: 8.30.2004



Robert M. Follett, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

G:\WPDATA\CAH\10199\Third Amended Depo.Christianne.83004.wpd

EXHIBIT "A"

1. Any and all correspondence, documents and/or materials of any kind which pertain to, or support, or which relate in any way to any matter claimed or alleged in any of the pleadings on file in this action as Case No. CV-01-2279, in the District Court of Bonneville County, State of Idaho.
2. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's First Set of Interrogatories and Requests for Production to Christianne Vreeken dated September 12, 2002.
3. Any and all correspondence, documents and/or materials of any kind responsive in any way to Defendant's Second Set of Interrogatories and Requests for Production to Christianne Vreeken dated October 14, 2002, and Defendant's Third Set of Interrogatories and Requests for Production to Christianne Vreeken dated November 7, 2003.
4. Any and all correspondence, documents and/or materials of any kind responsive in any way to the information and materials which are the subject matter of the Court's Orders to Compel, dated August 13, 2002; October 4, 2002; and August 20, 2003.
5. Any and all correspondence, documents and/or materials of any kind in any way relating to, or associated with, the assignment of any of the claim(s) which are the subject of this action instituted by the Bank of Idaho to, or which relate to the acquisition of such Bank of Idaho claims by Christianne Vreeken.
6. Any and all correspondence, documents and/or materials of any kind between you (or on your behalf, or in any way related to, the issues of your assignment of any right or interest of the Bank of Idaho in this litigation, or in the procurement of any security or any negotiations of any kind with any of the Defendants herein) and the following persons or entities: the Bank of Idaho, Lockwood Packaging Corporation Idaho (LPC Idaho), Lockwood Packaging Corporation (LPC), Lockwood Engineering, B.V. (LEBV), Gerbroeders Meijer Belegging, B.V (GMBBV), Hans Van Der Sande, Ellen Van Der Sande, Richard Gold, Thomas Gold, and/or Jan Vreeken.
7. Any and all correspondence, documents and/or materials of any kind reflecting any transfer of monies, assets, security, real property, or any property of any kind or nature and/or any interest therein, between you and any of the named Defendants herein (or any other person or entity for or on behalf of any of the named Defendants), or any other person or entity including, but not limited to, LPC Idaho, LPC, LEBV, GMBBV, Jan Vreeken, Hans Van Der Sande, and/or Ellen Van Der Sande—including, but not limited to, any and all such transfers occurring within one year prior to the date of your substitution as party plaintiff in this litigation through the date of your deposition.

8. Any and all correspondence, documents and/or materials of any kind relating to or demonstrating any of the following interests which you may have in LPC Idaho, LPC, LEBV, or GMBBV: any ownership interest; any employment relationship; any position including, but not limited to, an officer or director; and/or any contractual relationship of any kind.
9. Any and all documents and materials of any kind which you intend to use as Exhibits at trial.

G:\WPDATA\CAH\10199\Third Amended Depo.Christianne.83004.wpd

HOPKINS RODEN CROCKETT HANSEN & HOOPES, PLLC
LAWYERS
SALISBURY BUILDING - 428 PARK AVENUE
P. O. BOX 51219
IDAHO FALLS, IDAHO 83405-1219
TELEPHONE (208) 523-4445
FAX (208) 523-4474
E-MAIL iflaw@hrclh.com

FACSIMILE COVER PAGE

TO: Charles A. Homer, Esq. 523-9518
Brent T. Robinson, Esq. 208-436-6804

FROM: Paul B. Rippel, Esq.

DATE: September 16, 2004

RE: Christianne Vreeken vs. Lockwood Engineering, et al.
Bonneville County Case No. CV-01-2279

Total Number of Pages (Including Cover Sheet) 1

MESSAGE

Gentlemen:

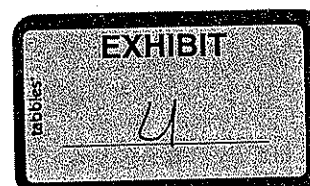
This will confirm my telephone conversation with Chuck yesterday and my attempt to reach Brent. My client, Christianne Vreeken, for personal reasons will not be coming to Idaho Falls for depositions, but continues to offer to be deposed in The Netherlands, perhaps when Mr. Cueppens indicates his availability.

NOTE: If you do not receive all the pages or if a problem arises during transmission, please call Connie at 208-523-4445.

ORIGINAL TO BE MAILED: Yes No ✓

The pages comprising this facsimile transmission contain confidential information from Hopkins Roden Crockett Hansen & Hoopes, PLLC. This information is intended solely for use by the individual entity named as the recipient hereof. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this transmission is prohibited. If you have received this transmission by error, please notify us by telephone immediately so we may arrange to retrieve this transmission at no cost to you.

724



ASSIGNMENT AND ACCEPTANCE

In consideration of the sum of SIX HUNDRED AND SEVENTEEN THOUSAND EIGHT HUNDRED
SEVENTY AND FIFTY NINE / ONE HUNDREDTHS DOLLARS (\$617,870.59), paid this 15th day of
October, 2001, by:

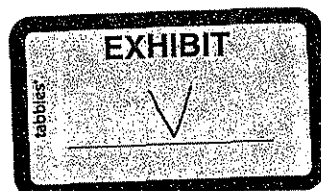
Bank of Commerce Cashier's Check No. 160346 dated 12 October 2001 payable to the
Bank of Idaho and in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00).

Bank of Commerce Cashier's Check No. 160355 dated 15 October 2001 payable to the
Bank of Idaho and in the amount of FOUR HUNDRED SEVENTEEN THOUSAND EIGHT
HUNDRED SEVENTY AND FIFTY NINE / ONE HUNDREDTHS DOLLARS (\$417,870.59).

In hand this day, and for other good and valuable consideration, the receipt of which is hereby
acknowledged, BANK OF IDAHO, an Idaho Banking Corporation, herein referred to as
Assignor, hereby:

- I. Sells, transfers, assigns and sets over to CHRISTIANNE WILLEMIJN VREEKEN,
herein referred to as Assignee, and her successors and assigns, all of Assignor's right,
title and interest in and to that certain Loan Agreement (Loan No. 15535842) dated 18
November 1999, and all rights thereunder, including all rights to sue for, collect, and
receive all amounts owing under said Loan Agreement, with power to enforce in its own
name any and all rights given to Assignor thereunder. An executed copy of the Loan
Agreement is annexed hereto and incorporated herein by reference.
- II. Sells, transfers, assigns and sets over to Assignee, without warranty, promise or
representation of any type or nature as to the efficacy of this Assignment, or as to
Assignee's ability to enforce any of the rights assigned herein, all of Assignor's right,

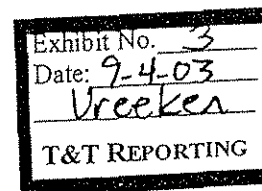
I. ASSIGNMENT AND ACCEPTANCE



RECEIVED

JAN - 7 2002

LING & ROBINSON



COPY
41-510

title and interest in and to:

A. The Guarantees of Lockwood Engineering, B.V., Gebroeders Meijer Belegging, B.V., Jan Vreeken and Thomas R. Gold associated with and securing payment of said Loan Agreement;

B. The remedies and recovery obtainable, if any, and all duties and obligations in that certain action now pending in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, Case No. CV-01-2279, *Bank of Idaho v. Lockwood Engineering, B.V., et. al.*, including the right to prosecute said action and obtain judgment thereon and therein, and to collect on said judgment in Assignor's stead; PROVIDED THAT Assignee shall take no action therein which may, might or does in any way prejudice Assignor. Assignor shall retain its rights as a named party therein to dismiss any and / or all of its claims with or without prejudice if Assignee is unable to substitute itself therein as Plaintiff in a timely manner.

III. Assignor hereby specifically grants to Assignee the right, upon payment of the debt upon which the Loan Agreement is based, to demand and receive assignment of any and all security interests in the property securing payment on and under said Loan Agreement. And upon payment of the debt upon which the Loan Agreement is based, Assignor agrees to release any demand for payment it has made upon any person or party holding any such collateral. Said release shall be in writing, and mailed or delivered to the person or party upon whom the Bank had previously made demand. Assignor shall provide


2. ASSIGNMENT AND ACCEPTANCE

Assignee with a complete accounting of all funds received as a result of Assignor's demands on the collateral, including amounts and sources of said funds.

- IV. Upon execution of this agreement, the Assignor shall sign and deliver to the Assignee an assignment (Form UCC-3) of its security interest in and to all collateral identified in the Form UCC-1 associated with the Loan Agreement and annexed hereto and incorporated herein by reference.
- V. The parties to this Assignment and Acceptance, their counsel, agents and assigns shall keep the existence and contents hereof in strict confidence, except as disclosure may be required by rule or law.
- VI. This Assignment and Acceptance contains the full and final agreement of the parties, and no modification hereof shall be effective unless executed by the parties.
- VII. This Assignment and Acceptance shall be binding upon the parties and their heirs, assigns, and personal representatives.
- VIII. This Assignment and Acceptance may be executed in counterparts.

IN WITNESS WHEREOF the parties have executed this Assignment and Acceptance this 15th day of October, 2001.

BANK OF IDAHO, Assignor

By 
Jeffrey E. Jones
Executive Vice President

STATE OF _____)
)ss.
COUNTY OF _____)

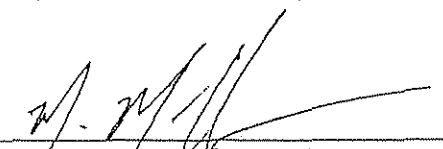
Before me, a Notary Public in and for the State of Idaho, on this ____ day of October, 2001, personally appeared CHRISTIANNE WILLEMIJN VREEKEN known by me to be the person who executed the foregoing Assignment and Acceptance, and acknowledged to me that he executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at _____
Commission expires _____

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 15th day of October, 2001, before me, a Notary Public in and for the State of Idaho, personally appeared Jeffrey E. Jones, known or identified to me to be the President of the Bank of Idaho, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first written.



NOTARY PUBLIC FOR IDAHO
Residing at Idaho Falls, Idaho
My Commission Expires: 26 JUNE 2003

5. ASSIGNMENT AND ACCEPTANCE

OCT-12-2001 FRI 11:41 AM LING NIELSON ROBINSON
OCT 12 '01 11:44AM PIKE & SMITH PA

FAX NO. 4388804

P. 07

P. 4

herein by reference.

V. The parties to this Assignment and Acceptance, their counsel, agents and assigns shall keep the existence and contents hereof in strict confidence, except as disclosure may be required by rule or law.

VI. This Assignment and Acceptance contains the full and final agreement of the parties, and no modification hereof shall be effective unless executed by the parties.

VII. This Assignment and Acceptance shall be binding upon the parties and their heirs, assigns, and personal representatives.

VIII. This Assignment and Acceptance may be executed in counterparts.

IN WITNESS WHEREOF the parties have executed this Assignment and Acceptance
this 12th day of October, 2001.

BANK OF IDAHO, Assignor

By _____
Jeffrey E. Jones
Executive Vice President

CHRISTIANNE WILLEMIN VREEKEN
CHRISTIANNE WILLEMIN VREEKEN,
Assignee

3. ASSIGNMENT AND ACCEPTANCE

OCT-15-2001 MON 09

ING NIELSON ROBINSON

FAX 36804

P. 03

15. OCT. 2001 (20) 14:30 LOCK D ENGINEERING

059464333

PAG. 2

EXHIBIT I

Gezien voor de legalisatie van de handtekening van:
Seen for legalization of the signature of:
Vu pour l'legalisation de la signature de:
Es wird hiermit beglaubigt, dass die Unterschrift von:
Visto para la Legalización de la Firma de:

Christianne Willemijn Vreeken
geboren 17-08-1975
wonende te 9367 PC De Wilp,
Mr. Nennstichweg 71

at: ... by me, civil-law notary, on this day of
par moi-même, notaire, aujourd'hui le
von dem unterzeichneten Notar anerkannt ist, heute der
por mí, Notario Público, hoy el

15-10-2001



[Handwritten signature]

LOCKWOOD PACKAGING CORPORATION IDAHO 795 LINDSAY BLVD IDAHO FALLS, ID 83402	BANK OF IDAHO P.O. BOX 1487 IDAHO FALLS, ID 83403	Loan Number 15535842 Date NOVEMBER 18, 1999 Maturity Date MAY 18, 2000 Loan Amount \$ 800,500.00 Renewal Of 15533730
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, joint and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of EIGHT HUNDRED THOUSAND FIVE HUNDRED AND NO/100 * * * * * Dollars \$ 800,500.00

☐ Single Advance: I will receive all of this principal sum on _____ No additional advances are contemplated under this note.

☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On NOV. 18, 1999

I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are UPON ORAL REQUEST OR WRITTEN REQUEST OF THOMAS R. GOLD OR STEVEN M. SNOW OR ELSHA MCARRY

☒ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on MAY 18, 2000

☐ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from NOVEMBER 18, 1999 at the rate of 10.500 % per year until FIRST CHANGE DATE

☒ Variable Rate: This rate may then change as stated below.

☒ Index Rate: The future rate will be 2.000% OVER the following index rate: WALL STREET JOURNAL PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ Frequency and Timing: The rate on this note may change as often as DAILY

A change in the interest rate will take effect ON THE SAME DAY

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ % The rate may not change more than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

☐ _____

ACCURAL METHOD: Interest will be calculated on a ACTUAL/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

☐ LATE CHARGE: If a payment is made more than _____ days after it is due, I agree to pay a late charge of _____

☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☒ are ☐ are not included in the principal amount above: LOAN FEE \$500.

PAYMENTS: I agree to pay this note as follows:

☒ Interest: I agree to pay accrued interest ON THE 18TH DAY OF EACH MONTH BEGINNING DECEMBER 18, 1999

☒ Principal: I agree to pay the principal MAY 18, 2000

☐ Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____ A payment of \$ _____ will be due _____ thereafter. The final payment of the entire

unpaid balance of principal and interest will be due _____

ADDITIONAL TERMS:

COPY

☒ SECURITY: This note is separately secured by (describe separate document by type and date): SECURITY AGREEMENT DATED 11/18/99

(This section is for your internal use. Failure to set a separate security document does not mean the agreement will not secure this note.)

Signature of Lender

Robert W. Barnes
ROBERT W. BARNES

PURPOSE: The purpose of this loan is BUSINESS: SHORT TERM CASH NEEDS/FINANCE A/R & INV

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

LOCKWOOD PACKAGING CORPORATION IDAHO

BY Thomas R. Gold
THOMAS R. GOLD, EXECUTIVE V.P./SEC

EXHIBIT

A

LOCKWOOD PACKAGING CORPORATION IDAHO 795 LINDSAY BLVD IDAHO FALLS, ID 83402	BANK OF IDAHO P.O. BOX 1487 IDAHO FALLS, ID 83403	Line of Credit No. 15535842 Date NOVEMBER 18, 1999 Max. Credit Amt. \$800,500.00 Loan Ref. No. 15535842
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.		LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.

You have extended to me a line of credit in the
 AMOUNT of EIGHT HUNDRED THOUSAND FIVE HUNDRED AND NO/100 \$ 800,500.00
 You will make loans to me from time to time until 5:00 P.M. on MAY 17, 2000. Although the line of credit
 expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the
 terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.
 This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether by
 direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. AMOUNT: This line of credit is:
- ☒ **OBLIGATORY:** You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
- a. I have borrowed the maximum amount available to me;
 - b. This line of credit has expired;
 - c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
 - d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
 - e. _____

☐ **DISCRETIONARY:** You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed
 \$ _____

Subject to the obligatory or discretionary limitations above, this line of credit is:

- ☒ **OPEN-END (Business or Agricultural only):** I may borrow up to the maximum amount of principal more than one time.
☐ **CLOSED-END:** I may borrow up to the maximum only one time.

2. **PROMISSORY NOTE:** I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on
NOVEMBER 18, 1999, or any notes I sign at a later time which represent advances under this agreement. The note(s) set(s) out
 the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows:
UPON ORAL OR WRITTEN REQUEST OF THOMAS R. GOLD OR STEVEN M. SNOW OR ELSHA MOGARRY

3. **RELATED DOCUMENTS:** I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with
 this line of credit:

- ☒ security agreement dated NOVEMBER 18, 1999 ☐
☐ mortgage dated _____ ☐
☐ guaranty dated _____ ☐

4. **REMEDIES:** If I am in default on the note(s) you may:
 a. take any action as provided in the related documents;
 b. without notice to me, terminate this line of credit.
 By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I
 default, you do not waive your right to later consider the event a default, if it happens again.

5. **COSTS AND FEES:** If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also
 pay your court costs and costs of collection, where permitted by law.

6. **COVENANTS:** For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the
 following:
 a. maintain books and records of my operations relating to the need for this line of credit;
 b. permit you or any of your representatives to inspect and/or copy these records;
 c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
 d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;

e. _____

7. **NOTICES:** All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective
 when deposited in the mail, first class, or delivered to me in person.

8. **MISCELLANEOUS:** This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you
 are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law per-
 mits you and me to agree to such a variation.

FOR THE LENDER

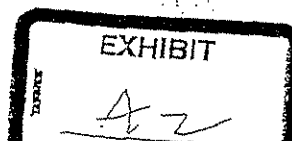
ROBERT W. BARNES

THE VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. I
 HAVE RECEIVED A COPY ON TODAY'S DATE.

LOCKWOOD PACKAGING CORPORATION IDAHO

BY: THOMAS R. GOLD, EXECUTIVE V.P./SEC





LOCKWOOD
PACKAGING CORP. - IDAHO
P.O. BOX 50248
IDAHO FALLS, ID 83405
(208) 522-5282 FAX (208) 529-9203

0597 9333

PAGE 3

invoice

INVOICE NUMBER:
16064A

INVOICE DATE:
Jun 26, 2003

PAGE:
1

SOLD TO:

TELFORD CWV

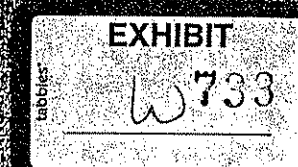
SHIP TO:

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS
TELFOR		2% 10, Net 30 Days

SALES REP ID	SHIPPING METHOD	SHIP DATE	DUPLICATE DATE
	Lockwood Truck	7/26/03	

QUANTITY	SALES ITEM	DESCRIPTION	BACK ORDER	UNIT PRICE	EXTENSION
		SALE OF MACHINERY & EQUIPMENT TO TELFORD CWV			166,050.00
		SALE OF OFFICE FURN & FIXTURES TO TELFORD CWV			3,725.00
		FOR DETAIL SEE LISTING ATTACHED TO INVOICE			

CHECK NO.		TOTAL INVOICE AMOUNT	168,775.00
		TOTAL RECEIVED	168,775.00
		TOTAL	168,775.00



Lockwood Packaging

	2/28/2003 Book Value	Transferred Value
Initial Purchase		1,000.00
rewinder		2,000.00
infloor baler & pump		2,000.00
sewing machine heads		1,000.00
A-kab sewing machine		1,500.00
Nissan lift truck		"
hyster lift truck		100.00
racking		"
sheeter		100.00
glue pots		500.00
(2) snow blower		100.00
vacuum		300.00
lincoln arc welder		25.00
bench grinder		200.00
cutting torch		50.00
drill press		200.00
dock plates		1,500.00
Shrink wrap machine		30,000.00
Automatex		"
Computer	310.48	375.00
Video camera/TV VCR combo	805.34	975.00
Compressor starter - GONE	642.34	775.00
Serger	535.49	650.00
Scale	48,354.85	55,000.00
Automatex PFS-8880-L	1,088.61	1,300.00
Curtis Compressor	37,440.00	45,000.00
Automatex 150999 097	8,622.72	7,500.00
Air compressor Ingersol Rand G791009921 w/ air dryer - OCTMT 024		152,150.00
NOT LISTED:		5,000.00
Yen Feng China Printing Press		500.00
Rocky Mountain Baler & Pump		1,000.00
Racking		3,000.00
Snow Plow		500.00
M16 Wire feed systematics welder		500.00
Safe		1,000.00
(6) Tool Boxes		1,000.00
Miscellaneous hand tools		200.00
(2) wood hand trucks		200.00
(3) ladders (7', 4', 8')		15,050.00
Computer 486DX	74.97	100.00
(5) Desks	12.50	100.00
(5) File cabinets		"
Telephone system		"

(11) Chairs	12.50	100.00
Computer	912.48	500.00
(4) Laptops	142.14	200.00
System hookup	82.88	100.00
System hookup	114.98	150.00
Total 1850 memory	344.10	400.00
Laptop	8.55	-
Service	221.25	300.00
Computer	1,093.29	1,200.00
Couches	294.17	350.00
Notebook computer - K6 400	185.98	225.00
Laptop computer (Steve's)	-	3725.00
Delivery truck	-	GONE
Delivery truck	-	GONE
1997 Ford Taurus	-	GONE
1988 GMC Flatbed	-	EIEDC
1999 Ford Ranger	3,378.98	GONE
1989 Freightliner	-	EIEDC
1995 Trailer 3D (Lake City)	4,123.29	EIEDC
1996 Taurus	1,947.28	GONE
2000 White F350 Pickup	14,311.16	17,500.00
Ford Taurus - Gold	1,938.43	GONE
Transfer from Woburn	-	-
2002 White Chevy Silverado	10,358.80	15,000.00
	137,330.58	201,275.00
Leasehold Improvements	12,326.10	
	149,656.68	

1 transaction?
 2 A. Yes.
 3 Q. The Exhibit No. *003 refers to payment
 4 to the Bank of Idaho of \$617,870?
 5 A. Yeah.
 6 Q. Do you know where those funds came from?
 7 A. From her.
 8 Q. Okay. And do you know where she
 9 received the funds?
 10 A. Yes.
 11 Q. And where did she receive the funds?
 12 A. It was kind of -- it was an inheritance
 13 that I paid her before so she should take over
 14 Lockwood Engineering. And my son took over the
 15 Gerbroeders Meijer part to make it on -- what do you
 16 call it -- break even at that point. I paid her this
 17 money out of Lockwood Holding.
 18 Q. So I'm trying to make sure I understand
 19 what you've told me.
 20 A. You understand it but you want to know
 21 something else. Ask me what you want to know.
 22 That's much better. Don't fool around.
 23 Q. You had previously given something to
 24 your son?
 25 A. Yes, sir.

1 Q. And what is his name?
 2 A. Johan.
 3 Q. And what did you give to him?
 4 A. I don't have to explain. It's not
 5 important in this case.
 6 Q. Well, the reason I'm asking the question
 7 is you indicated that apparently that was the reason
 8 you gave something to Christianne?
 9 A. To make it break even.
 10 Q. To make it even?
 11 A. Yeah.
 12 Q. So you were trying to give her something
 13 so it would be even with what you had given him?
 14 A. Yeah.
 15 Q. But you're not willing to tell me what
 16 you gave him?
 17 A. I gave him the business for a very low
 18 price.
 19 Q. Okay.
 20 A. And that's all.
 21 Q. And which business was that?
 22 A. Gerbroeders Meijer.
 23 Q. Is that the Gerbroeders Meijer business
 24 that's involved in this lawsuit or a different one?
 25 A. Two. What I did, I only sold him the

1 assets.
 2 Q. I'm not sure I understand your answer.
 3 A. I sold him the assets. I sold him the
 4 machinery, equipment, inventory.
 5 (A discussion was held off the record.)
 6 Q. BY MR. HOMER: And then apparently --
 7 when was this that you did this with your son?
 8 A. Before I did this.
 9 Q. Approximately how long?
 10 A. End of 2000. Yeah, end of 2000.
 11 Q. And then you decided in order to treat
 12 her fairly you gave her this money?
 13 A. Yeah.
 14 Q. Is there any reason or significance of
 15 the fact that it was done at the time Bank of Idaho
 16 was foreclosing on their loan or suing on their loan?
 17 A. I told her that I should appreciate that
 18 she should save the companies in the States too so
 19 she made the decision -- I asked her that and she did
 20 it. I didn't force her, I didn't hit her, I
 21 didn't -- so she did out of free will. It was her
 22 discretion and she did it.
 23 Q. Besides the \$617,000 approximately that
 24 you provided to her, did you give her anything else?
 25 A. Oh, yeah.

1 Q. And what else did you give her?
 2 A. A car, a household, you name it.
 3 Q. Was this all at the same time?
 4 A. Yeah, before this.
 5 Q. Okay. Did you give her interest in --
 6 or ownership interest in any companies besides giving
 7 her cash?
 8 A. I told her that -- I could just very
 9 easy -- I'm retired as of now. I was retired at the
 10 first of May. I'm retired so that was my time frame
 11 to withdraw out of the company.
 12 Q. Does Christianne own any interest in
 13 Lockwood Idaho?
 14 A. Only by this loan.
 15 Q. She's a creditor?
 16 A. No. She's the banker.
 17 Q. Okay. Same thing.
 18 A. It's better.
 19 Q. But she doesn't have any ownership
 20 interest as an owner?
 21 A. No.
 22 Q. Does she have any ownership interest in
 23 Lockwood Packaging?
 24 A. No.
 25 Q. Does she have any ownership interest in

EXHIBIT

X

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1 Lockwood Engineering?

2 A. No. She left the company so that's the
3 reason that she doesn't have any interest. She
4 didn't leave the company she had any interest, it
5 transferred everything to her.

6 Q. At the time you gave her this \$617,000
7 approximately did she have any ownership interest in
8 any of those companies?

9 A. Yeah. She was managing the company.
10 She was not -- didn't have any ownership but she was
11 managing the company.

12 Q. Which one was she managing?

13 A. Lockwood Engineering.

14 Q. So she was an employee?

15 A. Yeah, and my daughter.

16 Q. I understand. And the money that was
17 given to her, did that come from your personal assets
18 or did it come from another company?

19 MR. ROBINSON: Object to the question. He
20 already indicated it came from Lockwood Holding.

21 MR. HOMER: So the objection is I'm asking
22 it twice?

23 MR. ROBINSON: Right.

24 MR. HOMER: Well, I'm still asking.

25 Q. BY MR. HOMER: Did the money come -- was

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1 A. I only asked her to do so. When asking
2 is an understanding, then you are correct.

3 Q. At the time you gave her the money did
4 you know whether or not she was or was not going to
5 pay off the loan?

6 A. I know that she was paying off the loan.
7 It was very easy because I signed for the money and I
8 wired it here to the States to a bank and they -- to
9 an account of Lockwood Packaging of Idaho and they
10 took a cashier's check and they paid off the bank.
11 That's how it is done.

12 Q. So you knew when you gave her the money
13 what she was going to do with it?

14 A. She agreed to that so I paid the money
15 in that account.

16 Q. Would you have given her the money had
17 she not used it to provide it to the Bank of Idaho?

18 A. Yes, sir.

19 Q. So she would have gotten it either way?

20 A. Yeah.

21 Q. So there was to be no strings attached
22 to the money?

23 A. No. I appreciated what she did.

24 Q. Do you have any answer for me as to why
25 she would take and invest the money in a loan that at

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1 it an asset of Lockwood Holding?

2 A. It came from Lockwood Holding.

3 Q. And who owns Lockwood Holding?

4 A. Me.

5 Q. Any other owners?

6 A. No.

7 Q. Did Lockwood Holding already have the
8 cash in the company or did you have to contribute
9 some so it would have the cash available?

10 A. The cash was available.

11 Q. It was already there?

12 A. Yeah. And that company owes me a lot of
13 money. As a matter of fact, it was my private money.

14 Q. When you provided the money to
15 Christianne did you have any agreement with her as to
16 what she would do with it?

17 A. I only discussed that she would use this
18 money to pay off the loan.

19 Q. In your mind, was she obligated to use
20 the money to pay off the loan?

21 A. She was obligated to nothing. She did
22 it out of her own free will. I told you before.

23 Q. Did you have an understanding with her
24 before you gave her the money that she was going to
25 use it to pay off the loan?

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1 that time was delinquent?

2 A. I'm sorry. Off the record.

3 (A discussion was held off the record.)

4 THE WITNESS: Can you repeat your question?

5 Q. BY MR. HOMER: Do you know why she would
6 purchase a loan at that time that was delinquent or
7 overdue?

8 A. Yeah. I know why she did that.

9 Q. Why did she do that?

10 A. To get an interest in the Idaho
11 operation by giving the loan to -- paying off the
12 loan.

13 Q. So was she doing it in order to help the
14 Idaho operation?

15 A. To get an interest in the Idaho
16 operation.

17 Q. To get an interest in the Idaho
18 operation?

19 A. Yeah.

20 Q. Well, this didn't give her any ownership
21 interest in the Idaho operation?

22 A. No, but a strong hand.

23 Q. Okay. It gave her a strong hand?

24 A. Uh-huh.

25 Q. Why would she want to have a strong hand

1 in the Idaho operation?
 2 A. I don't know.
 3 Q. So you believe she was motivated because
 4 she wanted to somehow control the Idaho -- Lockwood
 5 Idaho company?
 6 A. She should control -- the plan was that
 7 she control the whole Lockwood entities.
 8 Q. Well, you say the plan. Was this a plan
 9 that you and her had?
 10 A. Yeah, because I should retire.
 11 Q. So you and her had discussions about
 12 this would be a way in which she could take over or
 13 take control of Lockwood Idaho?
 14 A. Yeah.
 15 Q. And also Lockwood Packaging?
 16 A. Yeah.
 17 Q. And so that was the plan that you and
 18 her had worked out?
 19 A. No. There was nothing worked out, only
 20 discussed.
 21 Q. Was there any reason why you didn't just
 22 transfer ownership to her of Lockwood Idaho or
 23 Lockwood Packaging?
 24 A. I didn't transferred ownership, I can
 25 tell you that, because in my view due to the

1 memorandum of understanding I couldn't do that.
 2 Q. So that's the reason you didn't do it?
 3 A. Uh-huh.
 4 Q. And so at the present time is that an
 5 obligation that's still due and owing by Lockwood
 6 Idaho and Lockwood Packaging?
 7 A. What's still an obligation?
 8 Q. The loan, the Bank of Idaho loan.
 9 A. Off the record.
 10 (A discussion was held off the record.)
 11 THE WITNESS: It's up to her who has to pay
 12 it back but when she decides that the Golds have to
 13 pay it back it was up to her. I'm not the bank. She
 14 has to make her own decision.
 15 Q. BY MR. HOMER: If she decided that she
 16 wanted to collect that from Lockwood Idaho, in your
 17 opinion, would she be entitled to do that?
 18 A. It's up to her. So far I know the
 19 contract with the bank is up to her. You can make a
 20 choice.
 21 Q. My question is if she made the choice to
 22 ask that the payment be made to her by Lockwood
 23 Idaho, do you think Lockwood Idaho would be obligated
 24 to pay her?
 25 A. It's up to Lockwood Idaho.

1 Q. Well, I understand but do you know of
 2 any reason why Lockwood Idaho would not be obligated
 3 to pay her?
 4 A. That's a legal question. I do not know.
 5 That's why we're here, I think.
 6 Q. Do you know of any facts or
 7 circumstances which would indicate that Lockwood
 8 Idaho should not pay that debt?
 9 A. No.
 10 Q. And do you know of any facts or
 11 circumstances that would indicate that Lockwood
 12 Packaging should not pay that debt?
 13 A. What I say, it's up to -- the loan is
 14 assigned to her. She's the bank and the bank makes
 15 the decision what to do, not me. It's up to the bank
 16 or up to her.
 17 Q. Right.
 18 A. And if she wants to go right, then she
 19 goes right. When she wants to go left, she goes
 20 left. If she wants to go straight forward, she goes
 21 straight forward, but it's up to her. I cannot
 22 answer that question. It's up to her. I can discuss
 23 it with her or something else but she makes the
 24 decision, not me.
 25 Q. But my question does not pertain to what

1 she decides. My question is does Lockwood Packaging
 2 have an obligation to make payment on this loan?
 3 A. Not only Lockwood Packaging but the
 4 guarantors have an obligation too.
 5 Q. And you're one of those guarantors?
 6 A. And I paid my share.
 7 Q. And how did you pay your share?
 8 A. I lost my house.
 9 Q. And was that on this loan?
 10 A. On this loan. Yeah, this loan was
 11 bigger.
 12 Q. So your house money went to pay on this
 13 particular loan?
 14 A. That's correct.
 15 Q. And anything else that you provided to
 16 pay on this loan?
 17 A. No.
 18 Q. So you consider that your share?
 19 A. That's my share.
 20 Q. How did you come up with determining how
 21 much of that is your share?
 22 A. That was a separate contract with the
 23 bank and it was a little bit stupid. I was forced to
 24 do that. I came here and all the papers were
 25 prepared and I had told Steve Snow that I didn't want

1 to bring this -- my house into the -- into it as
2 collateral for the bank but they took already the
3 money, and not to blow up the company I decided to
4 sign.
5 Q. Are you sure that the house was sold to
6 satisfy this loan or was it another loan?
7 A. No, this loan was part -- this loan was
8 bigger.
9 Q. And how much proceeds were received on
10 the sale of the house that was applied on this loan?
11 A. \$200,000, roughly.
12 Q. So your testimony today is that you've
13 applied \$200,000 on this loan at a prior time?
14 A. You can see my testimony earlier. It is
15 roughly about the same amount of money.
16 Q. So at one time this loan was about
17 \$800,000 and the proceeds from the sale of your house
18 reduced it by about \$200,000?
19 A. Correct.
20 Q. And so you consider that's your share of
21 the loan?
22 A. Yes, sir.
23 Q. Were you involved in the negotiations or
24 discussions with the bank in connection with the
25 execution of this document, Exhibit *-003?

1 A. No.
2 Q. Were you given any instructions or
3 directions as to how it would take place?
4 A. No.
5 Q. So was Christianne the one that was
6 making those instructions?
7 A. No. The lawyer did.
8 Q. Which lawyer?
9 A. As far as I remember, it was Brent.
10 Q. Okay. And so was Brent doing that based
11 on instructions he was receiving from Christianne?
12 A. Yeah. I discussed with Christianne how
13 to proceed and I had contacted Brent and I told him
14 to make everything on paper as it has to be.
15 Q. And so you contacted Mr. Robinson and
16 asked him to prepare the documents?
17 A. That's correct.
18 Q. And so were you calling him on behalf of
19 Christianne?
20 A. Yes.
21 Q. Did she ask you to do that? 739
22 A. Yes.
23 Q. Is there a reason why she didn't contact
24 him directly?
25 A. I don't know.

1 Q. Did she have any direct conversations
2 with him that you're aware of?
3 A. Not that I'm aware of.
4 Q. Do you know who prepared this document;
5 was it Mr. Robinson?
6 A. Or the bank. I don't know.
7 Q. You don't know. Who was paying
8 Mr. Robinson's fee to draft this documentation; was
9 it Christianne or was it you?
10 A. I do think Christianne.
11 Q. So as far as you know, he had an
12 attorney relationship with Christianne?
13 A. Yeah.
14 Q. Tell me how the transfer of the funds
15 was handled.
16 A. I told you that already.
17 Q. Well, then we'll go through it question
18 by question then. Money was held by -- what was the
19 name of the company?
20 TOM GOLD: Lockwood Holding.
21 Q. BY MR. HOMER: -- Lockwood Holding, and
22 Lockwood Holding then transferred some funds; is that
23 correct?
24 A. That's what I told you earlier.
25 Q. Okay. And how did they transfer the

1 funds; where to?
2 A. I told you that earlier too.
3 Q. Well, I'll ask it again then. Where did
4 they transfer the funds?
5 A. Please listen so I don't have to repeat
6 the questions. I hate that. I give you one straight
7 answer and then two straight answers, I won't have
8 that on the record. I don't like that. It's a
9 little bit tricky and sneaky and I hate that. I give
10 you already a straight answer and then you have to
11 listen. I give you -- listen you want to trick me in
12 one way. And when you want to trick me I walk out.
13 I want to be treated fair. Do you want a meeting?
14 I'm pissed off. I don't do that.
15 MR. ROBINSON: Do you want to take a break?
16 THE WITNESS: Yes.
17 (A recess was taken.)
18 Q. BY MR. HOMER: Lockwood Holding
19 forwarded money to Lockwood Idaho; is that correct?
20 A. I have answered that already. I
21 explained exactly how that money flow went.
22 Q. And so you're not willing to answer any
23 more questions about the flow of the money at this
24 time?
25 A. I told you exactly how the flow of money

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1 was from the beginning to the end and you want to
2 know it again. I could tell you that a hundred times
3 in a row. You like that. It makes the deposition
4 easier. It's fine to me. You can ask that and I
5 will tell you a hundred times the same thing but
6 please say that before, tell it a hundred times, and
7 I will do that. It brings you nowhere. You have to
8 listen well and I have to listen too.

9 And I'm in distress because I have to do
10 it in a foreign language but I told you already
11 exactly how the money flow went. You have to listen.
12 It's up to you, not up to me. And I do not want to
13 be hostile, I want to be friendly but I want to be
14 treated friendly too and not like a stupid son of a
15 bitch and that's what I don't like. I gave you that
16 answer so you have to take that answer.

17 And you want to be tricky. I can be
18 tricky too. Then I will wait for every answer five
19 minutes and give you an answer. If you want to play
20 that game, if you want to be hostile, I can do that
21 too.

22 Q. I'll ask you a question. You indicate
23 to me if you're willing to answer it. The question
24 is did Lockwood send money to Lockwood Idaho; did
25 Lockwood Holding send money to Lockwood Idaho in

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1 MR. ROBINSON: But it's of record.
2 THE WITNESS: It was not off the record. I
3 can tell it again. Okay. Lockwood has an account
4 here in Idaho. Christianne didn't have an account
5 here in Idaho so to transfer the money from -- to the
6 Bank of Idaho we used -- we used the account of
7 Lockwood to bring in the money to the Bank of Idaho
8 so the money was transferred into that account. They
9 took a cashier's check and brought it to the Bank of
10 Idaho. That's what we did.

11 And the reason was again because she
12 didn't have an account. And to have an account here
13 in the States she has to be personal and it takes
14 time and time and time and maybe a month or two
15 months later everything was settled. That's the
16 reason why. It's very easy.

17 Q. Did Christianne have any bank accounts
18 in the Netherlands?

19 A. I do think so.

20 Q. You don't think so?

21 A. I do think so.

22 Q. And my question is very simple. There
23 may not have been a reason. Is there a reason why
24 you didn't give the money to her in her account and
25 then let her wire the money?

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1 connection with this transaction?
2 A. I refuse to answer that. I did already
3 answer that.

4 Q. And can you tell me why the money was
5 sent to Lockwood Idaho rather than given to
6 Christianne Vreeken?

7 A. I told you that too already. I told you
8 the same answer.

9 Q. So you're refusing to answer that
10 question?

11 THE WITNESS: I told him, yes, she did have
12 an account here, that money -- that Lockwood has an
13 account and I used Lockwood's account to transfer the
14 money into Lockwood's account. That's the seven time
15 I tell the story. They took the cashier's check and
16 brought it to the Bank of Idaho. That's what I told
17 him. She didn't have an account here, Lockwood had
18 an account here, so that money went from Lockwood to
19 the Bank of Idaho.

20 Q. BY MR. HOMER: Are you refusing to
21 answer that question?

22 MR. ROBINSON: He just did.

23 THE WITNESS: I just did.

24 MR. HOMER: He wasn't talking to me. He was
25 talking to you.

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1 A. To speed up the action.
2 Q. And was that at her request?
3 A. That was discussed to speed it up as
4 soon as possible because every day the bank charges
5 interest, to avoid that.

6 Q. Did you also transfer assets to your
7 other children in order to equalize gifts to other
8 children or was it just between your son and
9 Christianne?

10 A. The son and Christianne. And I
11 discussed it with my other daughter and she told me,
12 I do not want anything. I can -- I can help -- my
13 husband and me, we can go along together and what you
14 did was good enough. That's all she told me. And I
15 asked her to do so.

16 Q. And so it was really just between your
17 son and Christianne as far as equalizing the gifts?

18 A. No. Between her too, but she told me
19 that she didn't want -- she doesn't want anything so
20 when she say, okay, I want something too then I play
21 that game too, but it's up to her. It was up to
22 Christianne to accept the money, up to her not to
23 accept the money.

24 Q. So at this point is the amount that
25 you've gifted to Christianne and your son

1 that loan was at some point in time taken care of; is
2 that your understanding?

3 A. Yes.

4 Q. Tell me what you know about that
5 transaction.

6 A. The Bank of Idaho, from what I know, had
7 a right to our receivables if we didn't make our end
8 of the -- keep up with our end of the deal. And they
9 started out by taking our receivables. They sent a
10 letter out to all of the people that -- I don't know
11 where they got the list, but they sent it out to
12 everybody. People who weren't on our receivables got
13 this letter. And people started sending their checks
14 to the Bank of Idaho.

15 And after probably the entire month of
16 September with very little money coming in, Jan, I
17 guess, was in negotiations or something with the Bank
18 of Idaho working something out. I wasn't involved in
19 that stuff. But he did wire money one day. He said
20 he was wiring two separate amounts. The first amount
21 came one day, and I was to go with Bill down and pay
22 that amount to the Bank of Idaho in a cashier's
23 check. And the second amount came probably three or
24 four days later, I think, and I was to do the same,
25 make it out for a specific amount. It was a little

1 more -- it was like \$2,000 more than the amount that
2 it needed to be, the wire was. And I went and made
3 that cashier's check out and sent it over.

4 Q. Were you having discussions with Jan
5 about this, I mean, was he talking to you personally?

6 A. He might have talked to me maybe once
7 about -- and that was when the wires were coming in,
8 that this is what he wanted me to do. And then after
9 it was done we had a discussion about where I would
10 put that money and the owing to it, because I had to
11 write off the owing to the Bank of Idaho and put it
12 on some owing to somebody else.

13 Q. And what were you told?

14 A. I gave him three choices, because I had
15 three accounts that were due to Jan. And to my
16 knowledge at that time I thought Jan was sending the
17 money, so I told him, does it go in this account,
18 this account, or this account. And he said, don't
19 put it in any of those; it's coming from Christianne;
20 put it in Lockwood Holding. And so I put it in
21 Lockwood Holding. That's about the only conversation.
22 I had about that, as I made a new account to Lockwood
23 Holding.

24 Q. And about what time frame was this? How
25 soon after when you received the money?

1 A. I think I wrote that out -- probably
2 about three or four weeks is when I got around to
3 making that entry and reversing it, when we had
4 cleared up mostly all of the Bank of Idaho stuff.
5 There was still a dispute that they had kept more of
6 our receivables than they should have. And I
7 understand that that's still an ongoing dispute with
8 the Bank of Idaho. But it was about that time
9 that -- it was about three or four weeks later that I
10 talked to Ellen and asked her how to really make
11 those transactions and to clear those out.

12 Q. Now, you say he mentioned Christianne.
13 Was that a discussion you had with Ellen or with
14 Mr. Vreeken?

15 A. I had it with Mr. Vreeken.

16 Q. And what did he tell you about
17 Christianne?

18 A. He said that she was paying off the Bank
19 of Idaho and that she would now become, in essence,
20 the Bank of Idaho in whatever -- that we would have
21 to start paying Christianne for the debt to the Bank
22 of Idaho; any debt we owed we would have to pay her.

23 Q. Have you made any payments to her since
24 that time?

25 A. No. Not on that loan, no.

1 Q. Do you know what her relationship is to
2 Lockwood Holding?

3 A. I know differently now than I did at
4 that time. So which one are you asking me?

5 Q. Let's talk about at that time.

6 A. At that time I thought she was Lockwood
7 Holding.

8 Q. And apparently you have found out that's
9 not correct?

10 A. When Jan came into town this last week
11 and he asked me where the owing was to Christianne on
12 the books, and I said Lockwood Holding. And he said,
13 that's me. I said, well, I thought it was
14 Christianne, and that's why I put it there. And so
15 since I have been told that it should have been in
16 Telford, which makes sense to me, because I thought
17 all along that I was owing it to Christianne, not to
18 Jan. I had never intended it to be an owing to Jan.

19 Q. So you thought it was owing to
20 Christianne, but you thought Lockwood Holding was her
21 company?

22 A. Right.

23 Q. Did you at any time ever think that it
24 was owing to Jan rather than Christianne?

25 A. No. It was never indicated to me at any

1 time that it was owed to Jan, that it was always owed
2 to Christianne. And it's always been referred to
3 that way, as Christianne being the bank. That's
4 basically how it's always been referred to.

5 Q. To your knowledge has there been any
6 transfers of assets out of Lockwood Idaho other than
7 in the ordinary course of business?

8 A. We have in the last couple of months
9 done an inventory of our equipment on the floor. And
10 in part of trying to settle some of the debt with
11 Christianne we have sold a lot of our equipment
12 assets to Christianne to satisfy that part of her
13 debt. And in turn we are in the process of setting
14 up lease payments to her to use that equipment.

15 Q. Now --

16 A. And that's about the only thing I can
17 think of that's really --

18 Q. When you say the debt to her, is this
19 the Bank of Idaho debt or some other debt?

20 A. No, it's the Bank of Idaho debt.

21 Q. So part of that debt to her has been
22 satisfied through the transfer of equipment; am I
23 understanding that correctly?

24 A. Yes. But it's still in the hands of the
25 accountants, so I'm not sure how finalized any of it

1 Q. I think it's Oakey.

2 A. He's a great guy, but I just know him as
3 Kevin.

4 Q. Go ahead.

5 A. He somehow turned it over to Terri or
6 asked for Terri's opinion on it. From what I
7 understand -- this is the only part I wasn't involved
8 in. Terri had a conversation with Ellen, and I
9 believe she had a conversation with Jan, and then she
10 faxed me some paperwork saying, per Jan, these are to
11 be sold to Christianne for -- Telford CWV, which is
12 what is Christianne now; these are to be sold to
13 Christianne at these values.

14 And I made the comment that there were
15 two items on there that could not be sold because
16 they were payments -- we were still making payments
17 on them. We didn't own them; we couldn't sell them.
18 And everything else though we made the invoice up to
19 sell them to Christianne.

20 Q. And then did you actually invoice them?

21 A. Yes.

22 Q. And how did that work? I mean, is that
23 internal invoices or did you send an invoice --

24 A. Internal.

25 Q. So you had an invoice so you could show

1 has gotten.

2 Q. What's the value of the equipment that
3 we're talking about?

4 A. I think the invoices ended up being
5 about 160, but I don't have it in front of me. I
6 don't remember.

7 Q. Have you seen any paperwork or
8 documentation in regard to those transactions?

9 A. All of it. I did all of it.

10 Q. Tell me the type of paperwork we're
11 talking about. What is it?

12 A. It began with I had Rob go back and do
13 an inventory of everything that he had in the back.
14 And then when he brought it to me we took it against
15 the asset sheet that I was provided by Cooper Norman,
16 and I lined up everything on there, identified them
17 line item from line item from the asset detail to
18 what he provided me as to what we actually had. If
19 it wasn't on there I made notes that it wasn't on our
20 asset sheet. I took it over to Cooper Norman and
21 asked for Kevin to help me determine how to make this
22 transfer.

23 Q. That's Kevin Oakey?

24 A. Kevin -- you know what, I don't know his
25 last name.

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1 the sale of that. And then, I guess, did you also
2 then show a credit on the loan?

3 A. Uh-huh.

4 Q. And so the loan balance has been reduced
5 on your books to a certain amount?

6 A. Right.

7 Q. Is it your understanding that the loan
8 itself now is owned by Telford rather than
9 Christianne? How do you understand that
10 relationship?

11 A. It still shows on my books as Lockwood
12 Holding. But from my understanding is that once
13 Cooper Norman catches up to us, we will make the
14 correct entry to transfer it to Telford.

15 Q. Now, in my understanding Telford is a
16 separate entity from Christianne. Is that your
17 understanding?

18 A. No.

19 Q. Or is it just a DBA?

20 A. No. I understand that Telford is
21 Christianne.

22 Q. So Telford is just a name under which
23 she does business; is that your understanding?

24 A. It's her company.

25 Q. It's her company?

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1 A. Yes.
2 Q. I'm trying to just get some of these
3 legal niceties. Your understanding is that the
4 assets were transferred to Telford. And do you
5 know --
6 A. It's actually Telford CWV is how I
7 always refer to it.
8 Q. Do you know if Telford CWV is an actual
9 corporation or what type of entity that is?
10 A. It is a -- I don't know what type of a
11 business it is. But it does -- no, I can't say it
12 does. I know that it is legally a business. I know
13 that Kevin, at Cooper Norman, and Ellen have been
14 trying to get its tax ID number through the lawyers
15 at Hopkins Roden and Crockett. If they have them yet
16 or haven't yet, I don't have that yet. But I know
17 that it is an actual company that was set up, and I
18 believe it was in Christianne's name.
19 Q. Turn to Exhibit *040, I believe. Do
20 you recognize that document?
21 A. It's a balance sheet from Lockwood
22 Packaging, Idaho. I can only assume that I ran it,
23 but I don't remember running it. I haven't run a
24 balance sheet for -- a real balance sheet that is 100
25 percent correct for quite some time.

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1 Q. So you don't know if you ran this one or
2 not?
3 A. I would have to say I probably ran it,
4 because nobody else has access to run it. But I
5 don't recall actually doing it.
6 Q. Have you run any balance sheets since
7 this February 2003?
8 A. No. Because I know the beginning
9 balances are not correct. They're not up to date
10 yet.
11 Q. Are the balances on this February 2003
12 sheet not correct?
13 A. Some of them are probably correct and
14 some of them are probably incorrect.
15 Q. Any of the larger ones that would be
16 incorrect that you're aware of?
17 A. As of 2003 the accounts payable is not
18 that high. The inventory clearing accounts are
19 incorrect. Those should always basically go to zero.
20 Obviously, today that Telford CWV is incorrect.
21 Q. I don't want to confuse you. Look on
22 the next page. It says a note payable to LW Holding.
23 A. Right. And that one --
24 Q. Is that different than the Telford CWV
25 on the first page, when you say --

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1 A. They should be one and the same in my
2 estimation.
3 Q. So this --
4 A. Because this is the payoff to the bank,
5 this 627 and the Lockwood Holding.
6 Q. What's the relationship between the 627
7 and the 64,000 on the first page, if you know?
8 A. The 64,000 is Christianne provides us
9 with the material from China.
10 Q. So it doesn't have anything to do with
11 the Bank of Idaho?
12 A. Uh-huh. So this is owing for material.
13 But this \$627,000 is also Christianne's, and what I
14 understand it should be part of her owing, not --
15 Q. Not LW Holding?
16 A. Yeah.
17 Q. And that's the one you just talked about
18 that's now been reduced by \$180,000?
19 A. Somewhere in there. I'm not sure.
20 Q. Do you know now what the books and
21 records of Lockwood Idaho show the balance is on that
22 note?
23 A. On the note payable?
24 Q. Yes.
25 A. I don't. I haven't --

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1 Q. It's presumably about \$180,000 less than
2 the 627?
3 A. I don't know. I mean, I haven't looked
4 at it. I really haven't looked at it.
5 Q. But to the best of your recollection
6 what was the value of the equipment that was
7 transferred over?
8 A. See, I can see the sheet that I worked
9 off of it, and it had around 200 and something
10 thousand to write off. But I said it wasn't correct
11 because we couldn't -- not to write off, to sell.
12 But that wasn't correct, and I said I couldn't do
13 that much because we didn't own everything, so we
14 couldn't sell everything. And to my knowledge it
15 seems like it was maybe 30 or 40 -- I don't know.
16 It's two vehicles on there that I said we -- that I
17 said I couldn't transfer, that I couldn't sell. And
18 so if it were all done correctly and properly, then
19 Lockwood Holding would have a reduction in their debt
20 of about 160, 170, 180, somewhere in there.
21 Q. Now, on Exhibit *040 we show on the
22 balance sheet, on the first page, machinery and
23 equipment having a book value of about \$510,000. Do
24 you see that?
25 A. Uh-huh.

SHEET 13 PAGE 49

1 Q. I assume that's where these assets came
2 from?
3 A. Uh-huh.
4 Q. So if you had a current one today, that
5 would be reduced by about that same amount?
6 A. It was not only reduced, but it was
7 taken to zero because we didn't have any left, and
8 the rest was put into a gain and loss of assets.
9 Q. So at the present time if you were to
10 run me a balance sheet, you would show zero machinery
11 and equipment, or close to zero?
12 A. Close to -- it would be significantly
13 less than what it is now. I don't know what it would
14 actually be.
15 Q. So primarily --
16 A. Because I don't know what this beginning
17 balance would change to over the next few accounting
18 periods leading up to it.
19 Q. But as far as you know all of the
20 machinery and equipment that had any value was
21 transferred over to Christianne?
22 A. Yeah.
23 Q. Except those two items you mentioned
24 that were tied up otherwise?
25 A. Yes.

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1 Q. A couple of vehicles?
2 A. Uh-huh.
3 Q. Now, we also show on this balance sheet
4 \$186,000 in vehicles. Would those have all been
5 transferred to her too?
6 A. No. And also I need to back up just a
7 second. Because machinery and equipment, the
8 EIEDC -- I have to make sure I don't get the -- I get
9 the right creditor with the right act -- came and
10 repossessed several of our assets.
11 Q. They had a sheriff's sale?
12 A. Yes.
13 Q. I'm familiar with that.
14 A. And so machinery and equipment, office
15 furniture and fixtures and vehicles all will need to
16 reflect that. And I'm not sure that this balance
17 sheet does. Because they took almost anything that
18 we hadn't sold in our vehicles prior to that.
19 Because we sold our sales fleet, changed the way that
20 we ran our salesmen's vehicles. Any vehicles that
21 were left other than our two trucks the sheriff came
22 and took, and so their value obviously isn't 186.
23 Q. So at the present time if I was to look
24 at a balance sheet under this category, property and
25 equipment, which now shows a balance of about 300 --

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1 A. Ninety --
2 Q. -- thousand after depreciation, just
3 tell me the items in your balance sheet that you
4 would have that would have value, if you can, that's
5 still there on your books?
6 A. I would say we probably have two
7 vehicles and an automatic sewing machine, because
8 we're still buying it, it's not paid for yet.
9 Q. What's the value of the two vehicles?
10 A. I would say one's probably about --
11 they're both probably around 20,000 apiece.
12 Q. So you have two vehicles. Are there
13 liens on those two vehicles?
14 A. Yes.
15 Q. Who are they with?
16 A. One is with the Bank of Commerce, and
17 the other one is with Ford Credit.
18 Q. And then you have an automatic sewing
19 machine?
20 A. Uh-huh. And it's through what used to
21 be Telease, and it's now Wells Fargo.
22 Q. Was Telease paid off?
23 A. No. No. Wells Fargo assumed it from
24 Telease.
25 Q. What's the balance on that?

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1 A. I don't know. It's due to be over in
2 about --
3 Q. It looks like you only had one or two
4 payments left?
5 A. No. We have -- on the Telease we have
6 about six or seven payments and then a balloon
7 payment at the end of \$12,000.
8 Q. How old is the machine that we're
9 talking about?
10 A. It was purchased before I got there. I
11 don't know.
12 Q. How much is the balloon going to be
13 after the payments are finished, do you know?
14 A. The balloon will be about 12,000 to pay
15 it off. But I think that comes in January -- or
16 February of 2004.
17 Q. And that's all you would really show on
18 your balance sheet for property and equipment at the
19 present time?
20 A. Yeah. I think so. I mean, we have some
21 computers and stuff that would probably show. But
22 they haven't been put on the books yet because in our
23 accounting with Cooper Norman we haven't caught up to
24 that period yet.
25 Q. And everything else was transferred on

1 your books to Christianne or Telford; is that
 2 correct?
 3 A. Everything that was on our asset detail
 4 sheet was sold to Christianne, so to -- against the
 5 debt that we owed her.
 6 Q. What about anything else other than that
 7 that's been transferred to Christianne?
 8 A. I can't think of anything else that we
 9 have transferred to Christianne.
 10 Q. Any other transfers of assets that would
 11 not be in the ordinary course of business?
 12 A. The only thing I can think of is when
 13 the parts department was taken over completely by
 14 Hollis and we sold all of our parts back to Hollis.
 15 That's the only thing I can think of.
 16 MR. HOMER: Let's go off the record.
 17 (A recess was taken.)
 18 Q. BY MR. HOMER: I just wanted to finish
 19 up a little bit, a couple more questions on the
 20 transfer to Christianne. It's my understanding that
 21 Ellen gave the information on how to do this
 22 transfer; is that correct?
 23 A. Yes.
 24 Q. Was she the one that primarily gave you
 25 the instructions to start it and get it done?

1 A. You know, I don't know. I don't know if
 2 that came from Ellen or Bill or Jan. I don't know
 3 which one told me first. They all three discussed
 4 about the same time. It was probably a discussion
 5 that went on between the three of them and they all
 6 kind of came at me relatively --
 7 Q. Have you at some point in time had
 8 discussions with all three of them about getting that
 9 transaction completed?
 10 A. Uh-huh.
 11 Q. In other words, Jan was aware of it and
 12 you were acting under his instructions?
 13 A. As far as I know, yes.
 14 Q. And that would be true for Bill Windels
 15 too?
 16 A. Bill, as I understand, was acting under
 17 Jan's instructions. Whenever Bill talked to me he
 18 would say, I just talked to Jan.
 19 Q. And would that be similar with Ellen?
 20 A. Ellen usually just says this is what we
 21 need to get done. She doesn't dump it on somebody or
 22 anything like that. She says we need to get this
 23 done.
 24 Q. And as far as working with the
 25 accountants, Cooper Norman, they didn't initiate it,

1 they were just helping you get the transaction
 2 completed?
 3 A. Uh-huh. Right. Actually we were
 4 working with the accountants and with the attorney
 5 that handled the Christianne thing with the bank. I
 6 think that's Paul Rippel.
 7 Q. So in making these transfers to her and
 8 doing the credits you would have had contact with
 9 Mr. Rippel; is that correct?
 10 A. No, I haven't, because he doesn't return
 11 phone calls.
 12 Q. So --
 13 A. So neither Kevin and I have had much
 14 luck in getting this transaction moving forward the
 15 way we wanted to because the lawyer side of it hasn't
 16 been as easy to keep up.
 17 Q. So when you say you were working with
 18 Mr. Rippel, did anybody have any contact with him?
 19 A. I talked with him once and told him that
 20 I needed to get this moving forward. And he said
 21 that he had some things ready but we needed to get
 22 the rest of it done. And every since then I haven't
 23 been able to get with him.
 24 Q. Is there any paperwork or anything left
 25 to be done on this transaction that you're aware of?

1 A. There is a lot of paperwork and stuff to
 2 be done. Christianne's company really didn't come
 3 into existence as a legal company until December of
 4 2002, under my understanding. I have not kept up her
 5 books at all. She has been a secondary priority to
 6 me. Lockwood -- getting Lockwood caught up and
 7 getting its financials and everything done have been
 8 a priority to me. I have indicated to Ellen and to
 9 Bill, probably not to Jan directly, but I assume that
 10 when I say something to Ellen or Bill they pass it on
 11 to Jan, that my first priority is to get Lockwood's
 12 financials in order and then to work on
 13 Christianne's.
 14 Christianne's account still needs to
 15 have interest added to it for -- like we did with the
 16 Bank of Idaho. This just is her initial payoff. She
 17 is entitled to interest off of that payoff according
 18 to the contract with the bank.
 19 The transactions we've made on the
 20 material side of it with China and stuff has to be
 21 caught up. Taxes have to be filed on her accounts,
 22 you know, there's just a lot of work to catch up on
 23 that I haven't. I've set it aside and left it alone
 24 until we can get the other stuff, the big account
 25 done.

THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

COME NOW Defendant/CrossClaimant Thomas R. Gold and Third Party Plaintiffs, Richard L. Gold, and Tomac Packaging, Inc. (referred to collectively herein as "Defendants"), by and through counsel of record, Charles A. Homer of the firm of Holden, Kidwell, Hahn & Crapo, P.L.L.C., pursuant to Rule 37 of the Idaho Rules of Civil Procedure, and move the Court for an order imposing sanctions against the Plaintiff, Christianne Vreeken ("Christianne"), by reason of the facts and conduct as set forth in the "Affidavit of Charles A. Homer for Sanctions Against Christianne Vreeken," and in the "Brief in Support of Sanctions Against Plaintiff Christianne Vreeken," filed contemporaneously herewith.

Plaintiff Christianne Vreeken has refused and continues to refuse to appear in Idaho for the taking of her deposition despite the previous order of this Court at the May 3, 2004, hearing requiring her to personally appear.

Plaintiff Christianne has, on various occasions, promised to personally appear in Idaho for the taking of her deposition. On each occasion, a Notice of Deposition was prepared and served upon Christianne; court reporters were scheduled; and travel plans were made by the Defendants.

Approximately one to two weeks prior to each of the agreed dates for the taking of Christianne's deposition, Christianne, through counsel, contacted the Defendants and informed them that she either needed to reschedule the agreed date for the taking of her deposition, or indicated that she refused to appear at all in Idaho to have her deposition taken.

Plaintiff Christianne has engaged in a pattern of delay by first negotiating and agreeing to, and then refusing to appear in Idaho, for the taking of her deposition. Plaintiff Christianne is further in violation this Court's order on May 3, 2004, that she personally appear in Idaho for the taking of her deposition.

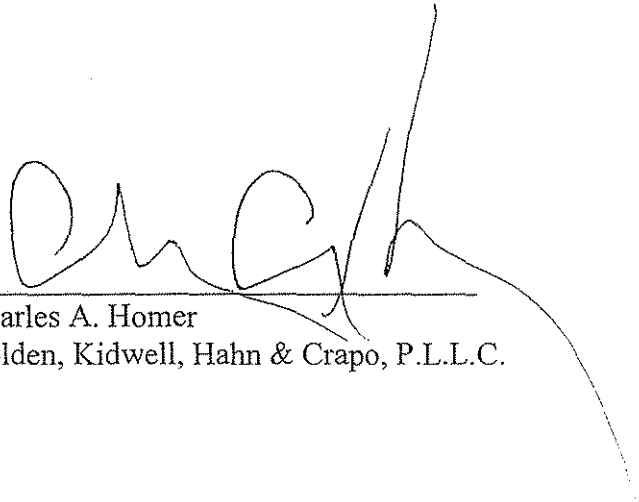
Plaintiff Christianne has acted, and continues to act, in a manner which is causing undue delay and expense to Defendants in the prosecution of this action. Her failure to appear in Idaho to have her deposition taken is prejudicial to Defendants. Plaintiff's delay is caused by her intentional conduct, including, but not limited to, many several negotiations and agreements to appear in Idaho for the taking of her deposition and her personal refusals to comply with this Court's order and appear in Idaho for her deposition.

Pursuant to Rules 37(b), 37(d) and 37(e) of the Idaho Rules of Civil Procedure, Defendants respectfully request that this Court impose sanctions against the Plaintiff Christianne Vreeken including, but not limited to, the entry of judgment against Plaintiff Christianne Vreeken for the following:

1. That Plaintiffs' Complaint against all named defendants be dismissed with prejudice;

2. That any and all obligations the subject of Plaintiff's Complaint, including, but not limited to, the promissory note, loan number 15535842, dated November 18, 1999, be deemed to be fully satisfied and paid in full; and
3. For such other relief as the Court deems just and appropriate under the circumstances by reason of Defendants being required to defend this action against Plaintiff Christianne Vreeken.

Dated this 15th day of October, 2004.



Charles A. Homer
Holden, Kidwell, Hahn & Crapo, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of October, 2004, I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED: **MOTION FOR SANCTIONS AGAINST PLAINTIFF
CHRISTIANNE VREEKEN FOR FAILURE TO
APPEAR AT DEPOSITION**

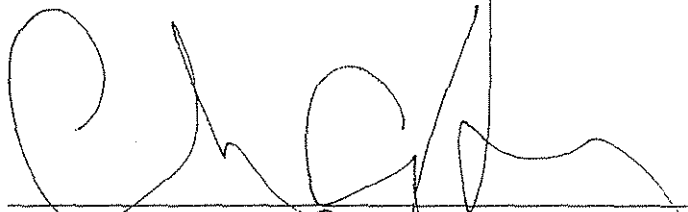
ATTORNEYS SERVED:

Brent T. Robinson
LING & ROBINSON
P.O. Box 396
Rupert, Idaho 83350-0396

☒ *First Class Mail*
☐ *Hand Delivery*
☐ *Facsimile*
☐ *Certified*

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
P.O. Box 51219
Idaho Falls, ID 83405-1219

☐ *First Class Mail*
☒ *Hand Delivery*
☐ *Facsimile*
☐ *Certified*



Charles A. Homer
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,)
)
Plaintiff,)
vs.)
)
LOCKWOOD ENGINEERING, B.V.,)
a Netherlands corporation;)
GERBROEDERS MEIJER BELEGGING,)
B.V., a Netherlands corporation;)
JAN VREEKEN, an individual, and)
THOMAS R. GOLD, an individual,)
)
Defendants.)

Case No. CV-2001-2279

MINUTE ENTRY

THOMAS R. GOLD, an individual,)
)
Cross-Claimant,)
)
vs.)
)
LOCKWOOD ENGINEERING, B.V.,)
a Netherlands corporation;)
GERBROEDERS MEIJER BELEGGING,)
B.V., a Netherlands corporation a/k/a;)
GERBROEDERS MEIJER BELEGGING,)
B.V.; and JAN VREEKEN, an individual,)
)
Cross-Defendants.)

THOMAS R. GOLD, an individual,)
RICHARD L. GOLD, an individual, and)
TOMAC PACKAGING, INC., a)
Massachusetts corporation)
)
Cross-Claimants and)
Third-Party Plaintiffs,)
)

vs.)
)
LOCKWOOD PACKAGING)
CORPORATION, a Delaware corporation)
("LPC"); and LOCKWOOD PACKAGING)
CORPORATION IDAHO, and Idaho)
Corporation ("LPC Idaho"),)
)
Third Party Defendants.)
_____)

November 1, 2004, a Motion for Sanctions and Costs of Attorney's Fees, and Motion to Strike Affidavit came on for hearing before the Honorable Jon J. Shindurling, District Judge, sitting in open court at Idaho Falls, Idaho.

Ms. Nancy Marlow, Court Reporter and Ms. Rhonda Quintana, Deputy Court Clerk, were present.

Mr. Paul B. Rippel appeared on behalf of the plaintiff.

Mr. Brent T. Robinson appeared on behalf of the defendant.

Mr. Chuck Homer appeared behalf of the defendant and third party plaintiffs.

Mr. Homer addressed the Court in support of the Motion for Sanctions and Motion to Strike Affidavit.

Mr. Ripple responded in opposition indicating that Ms. Vreeken is not "thumbing" her nose at the Court, rather that it has become too burdensome to the client.

Mr. Robinson responded in opposition.

Mr. Homer offered rebuttal to the arguments and will file an affidavit on behalf of Gold.

The Court will take this matter under advisement and will issue an opinion and decision in due course.

Court was thus adjourned.



JON J. SHINDURLING
District Judge

c: Paul Rippel
Chuck Homer
Brent Robinson
CC-2004-1373/1374 @ 3550/0

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,)

Plaintiff,)

vs.)

Case No. CV-2001-2279

MINUTE ENTRY

LOCKWOOD ENGINEERING, B.V.,)

a Netherlands corporation;)

GERBROEDERS MEIJER BELEGGING,)

B.V., a Netherlands corporation;)

JAN VREEKEN, an individual, and)

THOMAS R. GOLD, an individual,)

Defendants.)

THOMAS R. GOLD, an individual,)

Cross-Claimant,)

vs.)

LOCKWOOD ENGINEERING, B.V.,)

a Netherlands corporation;)

GERBROEDERS MEIJER BELEGGING,)

B.V., a Netherlands corporation a/k/a;)

GERBROEDERS MEIJER BELEGGING,)

B.V.; and JAN VREEKEN, an individual,)

Cross-Defendants.)

THOMAS R. GOLD, an individual,)

RICHARD L. GOLD, an individual, and)

TOMAC PACKAGING, INC., a)

Massachusetts corporation)

Cross-Claimants and)

Third-Party Plaintiffs,)

vs.)
)
 LOCKWOOD PACKAGING)
 CORPORATION, a Delaware corporation)
 ("LPC"); and LOCKWOOD PACKAGING)
 CORPORATION IDAHO, and Idaho)
 Corporation ("LPC Idaho"),)
)
 Third Party Defendants.)
 _____)

November 1, 2004, a Motion for Sanctions and Costs of Attorney's Fees, and Motion to Strike Affidavit came on for hearing before the Honorable Jon J. Shindurling, District Judge, sitting in open court at Idaho Falls, Idaho.

Ms. Nancy Marlow, Court Reporter and Ms. Rhonda Quintana, Deputy Court Clerk, were present.

Mr. Paul B. Rippel appeared on behalf of the plaintiff.

Mr. Brent T. Robinson appeared on behalf of the defendant.

Mr. Chuck Homer appeared behalf of the defendant and third party plaintiffs.

Mr. Homer addressed the Court in support of the Motion for Sanctions and Motion to Strike Affidavit.

Mr. Ripple responded in opposition indicating that Ms. Vreeken is not "thumbing" her nose at the Court, rather that it has become too burdensome to the client.

Mr. Robinson responded in opposition.

Mr. Homer offered rebuttal to the arguments and will file an affidavit on behalf of Gold.

The Court will take this matter under advisement and will issue an opinion and decision in due course.

Court was thus adjourned.



JON J. SHINDURLING
District Judge

c: Paul Rippel
Chuck Homer
Brent Robinson
CC-2004-1373/1374 @ 3550/0

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Drive, Suite 200
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

2001 MAR -8 PM 4:07

MA
RC

MA
RC

Attorneys for Defendant Thomas R. Gold and
for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

AFFIDAVIT OF THOMAS R. GOLD

THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.

THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

STATE OF MASSACHUSETTS)
)ss
County of Middlesex)

Thomas R. Gold, Affiant, being first duly sworn on oath, deposes and says:

1. I am a defendant and cross-claimant in the above-entitled action.
2. I make this Affidavit based on my own personal knowledge.
3. Defendant Jan Vreeken, directly and through his counsel, has implied that Christianne Vreeken's unwillingness to attend her deposition in Idaho is due to her fear of criminal prosecution. Defendant Jan Vreeken, directly and through his counsel, have further implied that this fear is based on remarks or threats I have made in this regard.

5. The last time I spoke to or corresponded with or otherwise had contact with Christianne Vreeken was over a year ago. Since that time, on several occasions, Christianne Vreeken has made commitments to appear in Idaho for her deposition, in spite of anything I

might have said or otherwise indicated to her.

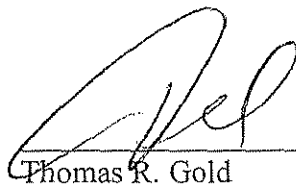
6. As noted in previous court pleadings in this matter, Christianne Vreeken contacted me (not I her) in late May and June of 2003. At that time, she expressed a desire to extricate herself from this case, because she indicated to me that the transaction involving her purchase of the Bank of Idaho's promissory note was not a real transaction.

7. During the course of conversations, I did state that I believed we had monetary causes of action against her and her father for their conduct in this matter, including for monetary damages, attorneys' fees and costs.

8. I further told her that I thought it was not a good situation to be in to have to come to Idaho and either lie, or admit the truth and thereby lose the case as far as the Bank of Idaho promissory note was concerned.

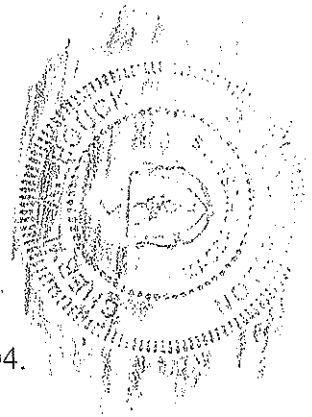
9. I never once stated, implied, wrote or otherwise indicated in any way that she might go to jail, or otherwise be subject to criminal prosecution or sanction of any kind.

Dated this 1st day of November, 2004.



Thomas R. Gold

STATE OF MASSACHUSETTS)
)ss
County of Middlesex)



SUBSCRIBED AND SWORN TO before me this 1st day of November, 2004.

CHERYL A HOUCK
Notary Public
My Commission Expires
July 17, 2009

Cheryl A. Houck
Notary Public for the State of Massachusetts
Residing at WOBURN, MA 01801
My Commission Expires: JULY 17, 2009

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED: AFFIDAVIT OF THOMAS R. GOLD

ATTORNEYS SERVED:

Brent T. Robinson
LING & ROBINSON
Post Office Box 396
Rupert, Idaho 83350-0396

☒ First Class Mail
☐ Hand Delivery
☐ Facsimile
☐ Certified

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
PO Box 51219
Idaho Falls, ID 83405-1219

☒ First Class Mail
☐ Hand Delivery
☐ Facsimile
☐ Certified

Dated: 11/8/04

Charles A. Homer
Charles A. Homer, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

DISTRICT COURT
7TH JUDICIAL DISTRICT

4 DEC -1 A8:19

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

v.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation;
GERBROEDERS MEIJER BELEGGING,
B.V., a Netherlands corporation;
JAN VREEKEN, an individual; and
THOMAS R. GOLD, an individual,

Defendants.

Case No. CV-01-2279

OPINION, DECISION, AND ORDER ON
MOTION FOR SANCTIONS AGAINST
PLAINTIFF CHRISTIANNE VREEKEN
FOR FAILURE TO APPEAR AT
DEPOSITION

THOMAS R. GOLD, an individual,

Cross-Claimant,

v.

LOCKWOOD ENGINEERING B.V., a
Netherlands corporation;
GERBROEDERS MEIJER BELEGGING,
B.V., a Netherlands corporation; and JAN
VREEKEN, an individual,

Cross-Defendants.

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THOMAS R. GOLD, an individual;
RICHARD L. GOLD, an individual;
and TOMAC PACKAGING, INC.,
a Massachusetts corporation,

Cross-Claimants and Third
Party Plaintiffs,

v.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

I.

FACTUAL AND PROCEDURAL BACKGROUND

Defendant Lockwood Engineering B.V. ("Lockwood") is a foreign corporation organized in The Netherlands; Defendant Gerbroeders Meijer Belegging, B.V. ("Gerbroeders")¹ is a foreign corporation organized in The Netherlands; Third Party Defendant Lockwood Packaging Corporation ("LPC") is a Delaware corporation; Third Party Defendant Lockwood Packaging Corporation Idaho ("LPCI") is an Idaho corporation and a wholly-owned subsidiary of LPC. Lockwood, Gerbroeders, LPC, and LPCI ("Defendant corporations") were at all relevant times doing business in Idaho, as defined in I.C. § 5-514(a).

Defendant Jan Vreeken ("Vreeken"), a citizen of The Netherlands, owns real property and a residence in Bonneville County, Idaho, and is an officer, director and shareholder of the Defendant corporations.

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¹ Gerbroeders is apparently the parent corporation of all the Vreeken corporate entities (the Defendant corporations).

Defendant and Third Party Plaintiff Thomas R. Gold ("Gold") is a Massachusetts resident and former officer of LPCI; Third Party Plaintiff Richard L. Gold ("R. Gold") is a Massachusetts resident; Tomac Packaging, Inc. ("Tomac") is a Massachusetts corporation. Gold, R. Gold, and Tomac ("Golds") were at all relevant times doing business in Idaho.

Plaintiff Christianne Vreeken ("Christianne") is the daughter of Vreeken and the successor in interest of the Bank of Idaho, the original plaintiff in this case.

Vreeken and the Defendant corporations were engaged in a joint venture with the Golds, initially selling produce packaging machinery and equipment in the United States and elsewhere. The equipment was to be sold to LPC as a jointly owned and/or controlled master distributor in the U.S. for further distribution to distributors and end users. LPCI was created as the distributor of the equipment in the Northwest United States.

In 1997, the parties entered into financial dealings with the Bank of Idaho ("Bank") in Idaho Falls, Idaho. On January 13, 1999, Lockwood executed a guarantee of present and future LPCI indebtedness up to the principal amount of \$300,500.00, plus accrued interest. On October 8, 1999, Gerbroeders executed a guarantee of present and future LPCI indebtedness up to the principal amount of \$800,500.00, plus accrued interest. On November 18, 1999, Gold executed a personal guarantee of present and future LPCI indebtedness up to the principal amount of \$800,500.00, plus accrued interest. Also on November 18, 1999, LPCI entered into a multiple advance promissory note and security agreement (Loan No. 15535842) with the Bank in the principal sum of \$800,000. The note and security agreement were executed by Gold, as an officer of LPCI.

By the end of 1999, the relationships between the joint venture parties had broken down and on May 12, 2000, the parties' settlement agreement was reduced to a writing entitled Memorandum of Understanding ("Settlement Agreement"). This Settlement Agreement was executed by the Golds

and Vreeken, (at all relevant times an officer, director, and shareholder of the Defendant corporations) in which control of LPC and LPCI was transferred to Vreeken. Vreeken agreed, among other things, to pay a certain sum to the Golds, secured by the assets of LPC and LPCI, and also agreed to obtain release of Gold from his personal guarantees with the Bank on the LPCI loan. Indemnification of any liability incurred by the Golds on any Bank guarantees was also secured by the assets of LPC and LPCI, which security interest was to be perfected and subordinate only to the Bank's security interest as per the loan. Payment of the LPCI note was to be made from LPC and LPCI business proceeds. Vreeken also agreed to restrict any transfer of assets from LPC and LPCI.

On November 24, 2000, Vreeken executed a personal guarantee of present and future LPCI indebtedness with the Bank up to the principal amount of \$612,381.97, plus accrued interest. On April 25, 2001, principal and interest on the LPCI note was due and owing in the amount of \$619,937.11 plus accruing interest. The Bank made demand on LPCI, notified all of the guarantors, and on April 27, 2001, the Bank filed its Complaint against the guarantors. On June 26, 2001, Gold filed his Answer, Cross-Claim and Third Party Complaint joining R. Gold and Tomac as Third Party Plaintiffs and naming LPC and LPCI as Third-Party Defendants.

Sometime prior to October 12, 2001, the Bank agreed to accept \$617,870.59 as full satisfaction of the LPCI indebtedness, and required that a check for \$200,000 be issued by LPC to the Bank of Commerce by October 12, 2001, in order to retain the Bank's acceptance. On October 12, 2001, LPC agent and representative William Wendels paid a Bank of Commerce cashier's check (No. 160346) in the amount of \$200,000 to the Bank, and on October 15, 2001, the balance of the funds to Bank of Commerce were paid, in the amount of \$417,870.59. That same day, a document entitled "Assignment and Acceptance" ("Assignment") was executed by Christianne and the Bank.

The Assignment states that Christianne paid consideration of \$617,870.59 by a Bank of Commerce cashier's check, No. 160346, dated October 12, 2001, in the amount of \$200,000 and a Bank of Commerce cashier's check, No. 160355, dated October 15, 2001, in the amount of \$417,870.59. It further states that the Bank assigns to Christianne its rights under the LPCI loan dated November 18, 1999, including the right to enforce the loan against the guarantors; and that the Bank also assigns its security interests in the LPCI assets.

The funds Christianne used to acquire the assignment from the Bank came from Vreeken. Vreeken claims he provided the money to Christianne as an advance on her inheritance and then asked whether Christianne would be willing to use those funds to satisfy the indebtedness to the Bank and step into the Bank's shoes. Vreeken also claims Christianne was not required to purchase the note from the Bank as a prerequisite to getting the advance on her inheritance; rather, she chose to do so of her own free will. The Golds, on the other hand, contend Christianne merely acted as the conduit through which Vreeken satisfied the obligation owed to the Bank.

The Golds have scheduled Christianne's deposition five different times,² and, on May 3, 2004, this Court specifically ordered her to personally appear for the taking of her deposition. However, Christianne has yet to appear. In addition, Christianne has stated through counsel that she will not personally appear in Idaho for her deposition but offers to be deposed in The Netherlands.

On October 15, 2004, the Golds filed their third motion seeking sanctions against Christianne for failing to appear at her deposition. Specifically, the Golds request that Christianne's Complaint against all named defendants be dismissed with prejudice and that any obligations that are the subject

² Christianne's deposition has been scheduled for August 5, 2003, November 14, 2003, April 5, 2004, September 8, 2004, and September 28, 2004.

of Christianne's Complaint be deemed fully satisfied and paid in full. Hearing on the motion was held November 1, 2004, and the Court took the motion under advisement.

After considering the Court's file, pleadings, depositions, admissions, affidavits, and the argument of counsel, the Court renders the following opinion.

II. STANDARD OF REVIEW

The decision whether to impose discovery sanctions under I.R.C.P. 37(b) is committed to the discretion of the trial court. *State Ins. Fund v. Jarolimek*, 139 Idaho 137, 138, 75 P.3d 191, 192 (2003).

III. ANALYSIS

The Golds seek the particularly harsh sanction of dismissal with prejudice. The Idaho Supreme Court has required trial courts to consider three factors when considering whether to impose such a harsh sanction. *Jarolimek*, 139 Idaho at 139, 75 P.3d at 193. The *Jarolimek* Court stated, "The two primary factors are a clear record of delay and ineffective lesser sanctions, which must be bolstered by the presence of at least one 'aggravating' factor, including: 1) delay resulting from intentional conduct, 2) delay caused by the plaintiff personally, or 3) delay causing prejudice to the defendant." *Id.* (quoting *Ashby v. Western Council Lumber Production*, 117 Idaho at 684, 686, 791 P.2d at 434, 436 (1990)).

1. Clear Record of Delay.

A clear record of delay exists in this case. Christianne's deposition has been scheduled five times over the span of one year. Discovery deadlines and trial dates have been extended. Finally, Christianne was ordered to personally appear for the taking of her deposition. Despite all of the

above, Christianne has yet to appear for her deposition. Based on the record in this case, the Court finds a clear record of delay.

2. Ineffectiveness of Lesser Sanctions.

Not only have lesser sanctions proved ineffective in persuading Christianne to appear for her deposition but any lesser sanctions would also prove ineffective in the future. The current motion for sanctions against Christianne for failure to appear at her deposition is the third such motion filed by the Golds. On September 2, 2003, this Court imposed \$ 1,500.00 in legal fees against Christianne as a sanction for failure to appear at her deposition. This Court again imposed sanctions against Christianne on May 3, 2004. At the May hearing, this Court also ordered Christianne to appear personally in Idaho Falls, Idaho for her deposition and encouraged the parties to complete discovery by the end of August 2004.

Nevertheless, Christianne has yet to appear for her deposition. Moreover, Christianne has stated through counsel that she will not be coming to Idaho Falls, Idaho for her deposition. (*See Ex. "U"* attached to the Oct. 15, 2004, Aff. of Charles A. Homer.) Given all of the above, the Court finds that lesser sanctions have been, and would be, ineffective.

3. Aggravating Factors.

In addition to a clear record of delay and the ineffectiveness of lesser sanctions, the Court must find the existence of one "aggravating" factor. *Jarolimek*, 139 Idaho at 139, 75 P.3d at 193.

A. Intentional Conduct.

Christianne's failure to appear for her deposition is clearly intentional. Other than scheduling difficulties there has been no explanation given for her failure to appear. The Golds have been both patient and reasonable in attempting to find a time amenable to Christianne. In fact, the Golds have been attempting to depose the plaintiff in this case for over one year. Despite sanctions and orders

by this Court, Christianne never appeared for her deposition. Such continued noncompliance with discovery orders implies intentional conduct. *See Adams v. Reed*, 138 Idaho 36, 40, 57 P.3d 505, 509 (Ct.App. 2003). Therefore, the Court finds that the aggravating factor of intentional conduct exists in this case.

B. Delay Caused by Plaintiff Personally.

The delay caused by Christianne's failure to appear for her deposition was caused by Christianne personally. There has been no contention that Christianne's failure to appear for her deposition was caused by the actions of another. Accordingly, the aggravating factor of delay caused by Christianne personally also exists in this case.

C. Prejudice to Defendants.

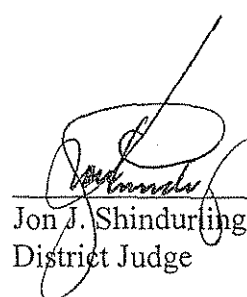
The aggravating factor of prejudice to the Golds is also present. The longer the trial is delayed, the more interest that accrues on the note that is the subject of this suit. More importantly, the inability to acquire favorable evidence through the deposition of Christianne is prejudicial to the Golds. *See Adams*, 138 Idaho at 40, 57 P.3d at 509. For example, the Golds need Christianne's testimony in order to decipher the true nature of the transaction between Christianne, Vreeken, and the Bank which gave rise to the Bank's assignment of its interest to Christianne. If, in fact, Christianne was a mere conduit through which Vreeken satisfied the obligation to the Bank, then the Golds are no longer liable on that obligation. However, without the ability to depose Christianne, they cannot discover what her position is with respect to that transaction. As a result, the Golds' ability to prepare for, and defend against, Christianne's complaint is compromised. Therefore, the Court finds that the aggravating factor of prejudice to the Golds exists in this case.

**IV.
CONCLUSION**

The Court finds that the factors necessary for the sanction of dismissal with prejudice are present. Therefore, the Golds' Motion for Sanctions against Plaintiff Christianne Vreeken for Failure to Appear at Deposition is granted. Plaintiff Christianne Vreeken's Complaint against all named defendants is dismissed with prejudice. Any and all obligations that are the subject of Plaintiff Christianne Vreeken's Complaint are hereby deemed fully satisfied and paid in full.

IT IS SO ORDERED.

Dated this 30 day of November, 2004.



Jon J. Shindurling
District Judge

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of December, 2004, I served a true and correct copy of the foregoing OPINION, DECISION, AND ORDER ON MOTION FOR SANCTIONS AGAINST PLAINTIFF CHRISTIANNE VREEKEN FOR FAILURE TO APPEAR AT DEPOSITION upon the parties listed below by mailing, with the correct postage thereon, or by causing the same to be delivered to their courthouse boxes.

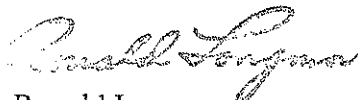
Attorney for Plaintiff

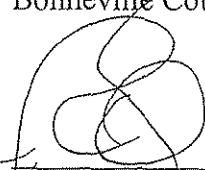
Paul B. Rippel, Esq.
Hopkins Roden Crockett
Hansen & Hoopes, PLLC
428 Park Ave.
P.O. Box 51219
Idaho Falls, Idaho 83405-1219

Attorneys for Defendants

Brent T. Robinson, Esq.
Ling & Robinson
P.O. Box 396
Rupert, Idaho 83350

Charles A. Homer, Esq.
Robert M. Follet
Holden Kidwell Hahn & Crapo
P.O. Box 50130
Idaho Falls, Idaho 83405-0130


Ronald Longmore
Clerk of the District Court
Bonneville County, Idaho

by 
Deputy Clerk

770

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
330 Shoup Avenue, 3rd Floor
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

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Attorneys for Defendant Thomas R. Gold

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

**MOTION FOR AWARD OF
ATTORNEY FEES AGAINST
CHRISTIANNE VREEKEN**

THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.

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ORIGINAL

THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

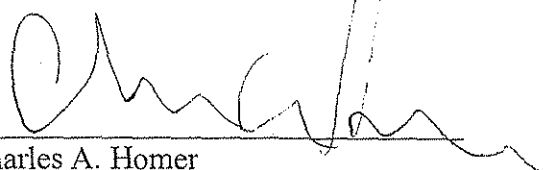
vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

COMES NOW the Defendant, Thomas R. Gold ("Gold"), by and through counsel of record and hereby requests that this Court grant in favor of Defendant Gold all reasonable costs and attorney fees incurred by Defendant Gold in defending against this action brought by Plaintiff, Bank of Idaho, and subsequently assigned to Plaintiff Christianne Vreeken. Defendant Gold is entitled to recover his reasonable attorney fees and costs against Plaintiff Christianne Vreeken as the prevailing party in accordance with Idaho Code Sections 12-120(3) (a commercial transaction), 12-121, IRCP 54, in accordance with the terms of the contract guaranty, and pursuant to IRCP 37, including but not limited to Rule 37(b), 37(d) and 37(e). In support of this request for an award of attorney fees against Plaintiff Christianne Vreeken, Defendant Gold is submitting herewith a "Memorandum Re: Costs and Attorney Fees, Affidavit of Charles A. Homer".

Dated this 14th day of December, 2004.


Charles A. Homer
Holden, Kidwell, Hahn & Crapo, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that on this day, I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

**DOCUMENT SERVED: MOTION FOR AWARD OF ATTORNEY FEES
AGAINST CHRISTIANNE VREEKEN**

ATTORNEYS SERVED:

Brent T. Robinson
LING & ROBINSON
P.O. Box 396
Rupert, Idaho 83350-0396

☒ First Class Mail
☐ Hand Delivery
☐ Facsimile
☐ Certified
☒ E-mail

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
P.O. Box 51219
Idaho Falls, ID 83405-1219

☒ First Class Mail
☒ Hand Delivery
☐ Facsimile
☐ Certified
☐ E-mail

Dated: 12/14/04


Charles A. Homer
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
330 Shoup Avenue, 3rd Floor
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

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Attorneys for Defendant Thomas R. Gold

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

**MEMORANDUM RE: COSTS AND
ATTORNEY FEES, AFFIDAVIT OF
CHARLES A. HOMER**

THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.

4. Defendant Gold is entitled to recover his attorney fees and costs against Plaintiff herein as the prevailing party in accordance with Idaho Code Sections 12-120(3) (a commercial transaction), 12-121, IRCP 54, in accordance with the terms of the contract guaranty, and pursuant to IRCP 37, including but not limited to Rule 37(b), 37(d) and 37(e).
5. Affiant has reviewed the time and cost records of Holden, Kidwell, Hahn & Crapo, P.L.L.C., maintained on the above matter and represents the following items of costs and expense were expended and incurred in the above-entitled action:

<u>Items</u>	<u>Costs</u>
Filing Fee	47.00
Deposition Costs	311.58
Deposition William Windels	192.78
Deposition of Scott Nadauld	118.80
TOTAL:	\$ 358.58

6. Attached hereto as Exhibit "A" is a true and correct copy of time expended and billed to the Defendant/CrossClaimant Thomas R. Gold, and Third Party Plaintiff's Richard L. Gold and Tomac Packaging Inc. We have highlighted Exhibit "A" with the mark of a single asterisk immediately to the right side of all time and expense which we believe in our best judgment was incurred on behalf of the Defendant Thomas R. Gold as a result of the action by Plaintiff Bank of Idaho, subsequently assigned to Christianne Vreeken. In many instances there is only one number immediately to the left of an asterisk, representing the time expended in this action on behalf of Defendant Gold by reason of this action pursued by Plaintiff Christianne Vreeken. In other instances, there are two times listed immediately to the left of an asterisk, in which event, the second number (the number closest to the asterisk) represents the amount of time expended in this action on behalf of Defendant Gold by reason of this action pursued by Plaintiff Christianne Vreeken.

7. The breakdown of time spent per billing attorney and correlating charges for attorney fees are as follows:

a. Charles A. Homer, 65.3 billed hours at \$169.20 per hour for \$11,048.76.

b. Robert M. Follett, 147.6 billed hours at \$72.82 per hour for \$10,748.23.

Approximately 212.9 hours were billed in the defense of the Defendant Gold in asserting his defense of the action brought by Plaintiff Christianne Vreeken. The sum of \$21,796.99 is a reasonable attorney fee for the service of Holden, Kidwell, Hahn & Crapo, P.L.L.C., provided to Defendant Gold Plaintiffs in the above-entitled action.

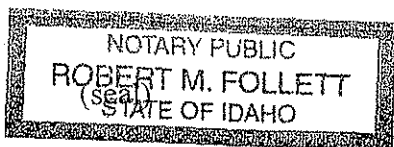
8. The sum of \$22,155.57 represents a reasonable sum for fees, services and costs provided by the law firm of Holden, Kidwell, Hahn and Crapo, P.L.L.C., in defending the aforementioned claim by Plaintiff Christianne Vreeken on behalf of the Defendant Gold.

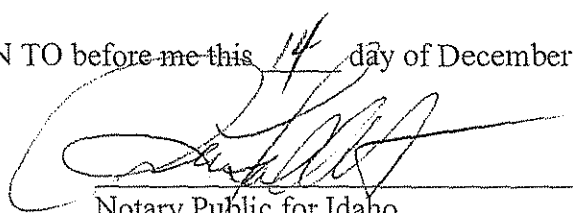
Dated this 14th day of December, 2004.

AFFIANT


Charles A. Homer
Holden, Kidwell, Hahn & Crapo, P.L.L.C.

SUBSCRIBED AND SWORN TO before me this 14 day of December, 2004.




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-17-2006

CERTIFICATE OF SERVICE

I hereby certify that on this day, I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED:

AFFIDAVIT OF CHARLES A. HOMER

ATTORNEYS SERVED:

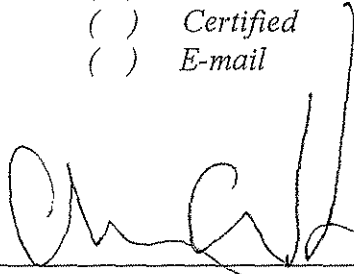
Brent T. Robinson
LING & ROBINSON
P.O. Box 396
Rupert, Idaho 83350-0396

☒ First Class Mail
☐ Hand Delivery
☐ Facsimile
☐ Certified
☒ E-mail

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
P.O. Box 51219
Idaho Falls, ID 83405-1219

☒ First Class Mail
☒ Hand Delivery
☐ Facsimile
☐ Certified
☐ E-mail

Dated: 12/14/04



Charles A. Homer
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

G:\WPDATA\RMF\10199 Gold\Bank of Idaho\Pleadings & Disc\Motions\4th Motion to Compel\Affidavit CAH 091504 Support of 4th Mot to Compel.rtf

12/13/2004

Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date		Explanation	Hours
Jun 20/2001		Work on file; work on complaint.	0.40
Jun 21/2001		Work on file; receipt and review emails; intra-office conference; work on modifications to Complaint.	1.30
Jun 22/2001		Work on file; modify complaint; intra-office conference; email copies of answer and redline copy; receipt and review comments with redline from Tom.	3.80
Jun 25/2001		Work on file; continue work on complaint.	1.30
Jun 26/2001	RMF	Work on file; prepare answer for filing.	1.60 *
Jun 28/2001	RMF	Work on file; prepare email and copy answer.	0.50 *
Jun 29/2001		Work on file; telephone conferences with Shapiro firm regarding faxes and issues; prepare correspondence and faxes.	1.20
Jul 2/2001		Work on file; research regarding pleadings.	0.30
Jul 11/2001	RMF	Work on file; telephone conference with Tom and Richard regarding status and request to serve parties and serve discovery on bank.	0.50 *
Jul 16/2001		Work on file; prepare motion to intervene and notice of hearing.	2.30
Jul 17/2001		Work on file to review and revise pleadings.	1.40
Jul 18/2001		Work on file to review and revise pleadings.	0.30
Jul 19/2001		Work on file to review and revise pleadings.	0.60
Jul 20/2001		Work on file; continue work on motion to intervene.	1.50
Jul 23/2001	CAH	Telephone conference with Mark Miller; telephone conference with Richard Gold pertaining to status of pending litigation.	0.40 *
Jul 23/2001	RMF	Work on file; continue work on discovery.	2.50 *
Jul 26/2001	RMF	Work on file; telephone conference with Mark Miller regarding stipulation for motion to intervene.	0.50 *
Jul 26/2001		Work on file; review materials.	0.40
Jul 30/2001		Work on file; receipt and review signed stipulation regarding motion to intervene from Pike.	0.30
Jul 31/2001		Work on file; receipt and review and fax Stipulation in anticipation of hearing on motion to intervene; review files.	5.70
Aug 1/2001		Work on file; telephone conference with Miller; review international service laws.	2.10
Aug 2/2001		Work on file; work on service issues.	7.50
Aug 3/2001		Work on file; prepare motion for service outside of state and summons; prepare proposed order.	1.30
Aug 6/2001		Work on pleadings research.	1.60
Aug 7/2001		Receipt and review order regarding motion to intervene.	0.10
Aug 8/2001		Work on file; review pleadings.	0.20

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Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date		Explanation	Hours
Aug 10/2001	RMF	Work on file; telephone conference with Mark Miller regarding Bank's records.	0.30 *
Aug 13/2001	RMF	Review notes regarding banks records.	0.20 *
Aug 16/2001	RMF	Prepare for discovery; receipt and review answers to discovery.	0.80 *
Aug 17/2001	RMF	Work on file; attend documents production meeting.	3.50 *
Aug 20/2001	RMF	Work on file; telephone conference with Tom and Richard; receipt and review motion for judgment on pleadings; travel to court to review and copy court file; review file; review pleadings; prepare correspondence to Golds; research.	4.60 *
Aug 20/2001	CAH	Telephone conference with Tom Gold and Richard Gold; review Motion for Judgment on pleadings and Motion to Strike Portions of Answer filed by Bank of Idaho; review Answer to prepare response to motions filed by Bank of Idaho.	0.90 *
Aug 21/2001	RMF	Work on file; work on memorandum replying to motions to strike and for judgment on pleadings; work on motion for continuance.	4.60 *
Aug 21/2001	CAH	Review Answers to Interrogatories filed by Bank of Idaho; telephone conferences with attorney Mark Miller; telephone conferences with Tom Gold and Richard Gold.	1.10 *
Aug 22/2001	RMF	Work on file; telephone conference with Tom and Richard regarding hearings; research.	3.30 *
Aug 22/2001	CAH	Telephone conferences with Tom Gold and Richard Gold; review pleadings filed by Miller on Motion for Judgment on the pleadings.	0.70 *
Aug 23/2001	RMF	Continue work on motions and memorandums to strike and for judgment on pleadings; work on scheduling hearing.	3.10 *
Aug 24/2001	RMF	Work on file; telephone conferences with Miller regarding hearing; message from Miller; telephone conference with court.	1.60 *
Aug 27/2001	CAH	Work on file; telephone conference with Miller regarding hearing dates.	0.20 *
Aug 28/2001		Work on file.	0.10
Aug 30/2001		Telephone call to Brent Robinson; telephone conference with Tom Gold and Richard Gold.	0.30
Aug 31/2001		Work on file; contract court.	0.40
Aug 31/2001	CAH	Telephone call to Brent Robinson; review documents received from counsel for Bank of Idaho; email to Tom Gold; telephone conference with Mark Miller.	0.40 *
Sep 6/2001	CAH	Telephone conferences with Tom Gold pertaining to pending matters on Bank of Idaho law suit.	0.60 *
Sep 6/2001		Work on file; telephone conference with Tom and Mark; prepare documents for possible service upon Vreeken.	2.50
Sep 7/2001		Telephone conferences with clients.	0.40
Sep 7/2001		Work on file; research service related issues.	0.60
Sep 10/2001	CAH	Several telephone conferences with Tom Gold and Richard Gold; telephone conference with Mark Miller; attempt to reach Brent Robinson by telephone.	1.20 *

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Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date	Explanation	Hours
Sep 12/2001	Telephone conference with Tom Gold and Richard Gold.	0.20
Sep 12/2001	Perform word counts on summons and complaints at Tom's request regarding translation services.	0.90
Sep 13/2001	CAH Telephone conference with Mark Miller; correspondence to clients; review pleadings on deposition.	1.30 *
Sep 14/2001	Telephone conference with Tom Gold.	0.20
Sep 17/2001	CAH Telephone conference with clients to prepare for deposition.	0.30
Sep 17/2001	Work on file; review files for deposition; research documents.	1.50
Sep 18/2001	CAH Attend and participate in deposition of representative of Lockwood Idaho; several telephone conferences with clients to discuss deposition questions and responses; review documentation received from Mark Miller.	5.20 *
Sep 18/2001	RMF Work on file; confer regarding deposition; call Court Reporter regarding transcripts.	0.30 *
Sep 19/2001	RMF Work on file; review bank documents and boxed materials.	0.50 *
Sep 19/2001	Several telephone conferences with Tom Gold and Richard Gold; review settlement agreement received from Brent Robinson; transmit settlement agreement to clients for review.	2.00
Sep 20/2001	RMF Work on file; review bank documents and boxed materials.	0.50 *
Sep 21/2001	Intra-office conference regarding preparing settlement agreement.	0.20
Sep 21/2001	Several telephone conferences with Tom Gold and Richard Gold; review and revise settlement documentation.	1.20
Sep 21/2001	Work on file; review discovery.	0.40
Sep 24/2001	Telephone conferences with Tom and Richard Gold; telephone conferences with attorney Brent Robinson.	0.90
Sep 24/2001	Work on file; research.	0.50
Sep 24/2001	Review memorandum of understanding and proposed settlement agreement; intra-office conference regarding settlement issues; online business entity searches regarding parties; research revised article 9 issues; rewrite settlement agreement.	7.00
Sep 25/2001	Intra-office conference regarding and work on revisions to settlement agreement.	2.60
Sep 25/2001	Several telephone conferences with Tom Gold and Richard Gold to negotiate terms on settlement agreement; continue work on review and revision of settlement agreement; telephone conference with Brent Robinson; telephone conference with Deborah Mayfield.	2.70
Sep 25/2001	Research and work on discovery materials.	0.50
Sep 26/2001	Review bank documents and materials.	1.50
Sep 26/2001	Telephone conferences with Brent Robinson; telephone conferences with Tom Gold and Richard Gold; telephone conferences with Carl Israel.	1.40
Sep 27/2001	CAH Telephone conference with Ted Pike; telephone conference with Deborah Mayfield; telephone conference with Tom Gold.	0.60 .2*

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Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date	Explanation	Hours
Sep 27/2001	RMF Review discovery documents.	0.50 *
Oct 1/2001	CAH Telephone conference with Mark Miller.	0.30 *
Oct 1/2001	Work on file; receipt and review pleadings regarding motion to quash from Robinson.	0.30
Oct 2/2001	CAH Several telephone conferences with Tom Gold and Deborah Mayfield; telephone conference with Mark Miller; attend status conference before district Judge Shindurling.	3.00 *
Oct 3/2001	CAH Telephone conference with Deborah Mayfield; telephone conference with Tom Gold and Richard Gold; telephone conference with Mark Miller.	0.70 .2*
Oct 3/2001	Work on service issues; review pleadings; work on motion and memorandum for judgment on pleadings.	2.40
Oct 5/2001	Telephone conference with Deborah Mayfield; telephone conferences with Tom Gold and Richard Gold.	1.20
Oct 9/2001	Telephone conferences with Brian Gerety; telephone conferences with Tom Gold and Richard Gold to continue settlement negotiations.	1.40
Oct 10/2001	Telephone conferences with Tom Gold and Richard Gold; telephone conference with Brian Gerety; review and revise settlement agreements.	1.00
Oct 12/2001	CAH Telephone conference with clients; telephone conference with Brian Gerety to continue settlement negotiations; telephone call to Mark Miller; telephone conference with attorney Steve McGrath representing EIEDC.	1.00 .2*
Oct 15/2001	CAH Telephone conference with Brian Gerety; telephone call to Tom Gold and Richard Gold; telephone call to Mark Miller.	0.30 .1*
Oct 16/2001	Telephone conference with Deborah Mayfield; telephone conference with Tom Gold and Richard Gold; review complaint filed by EIEDC; telephone conference with attorney Steve McGrath representing EIEDC; prepare acceptance of service accepting service of process on EIEDC claim.	2.00
Oct 17/2001	Telephone call to Deborah Mayfield.	0.30
Oct 22/2001	Work on preparing default pleadings on Vreeken Lawsuit; intra-office conference pertaining to service of process; telephone call to Richard Gold.	0.50
Oct 23/2001	Telephone conference with Tom Gold and Richard Gold; intra-office conference to discuss completing service of process on Mr. Vreeken and entry of default against other defendants.	0.70
Oct 24/2001	Receipt and review minute entry regarding Vreeken deposition.	0.10
Oct 25/2001	Continue preparation of default pleadings.	0.20
Oct 30/2001	Work on answer to complaint.	0.30
Oct 31/2001	Telephone conference with attorney Mark Miller; telephone call to representative of Long-distance telephone charge Lease on delinquent payments; email to Tom Gold pertaining to curing of default on lease payments.	0.30
Nov 2/2001	Telephone conference with Richard Gold and Tom Gold; telephone call to Brent Robinson; work on preparing answer to complaint filed by EIEDC.	0.90

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Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date	Explanation	Hours
Nov 6/2001	Telephone conference with attorney Brent Robinson; telephone conference with Tom Gold and Richard Gold.	0.70
Nov 6/2001	Prepare answer to EIEDC complaint.	2.10
Nov 6/2001	Complete and send notice of intent to enter default.	0.10
Nov 7/2001	Continue work on EIEDC answer.	1.10
Nov 8/2001	Telephone conference with Brent Robinson; telephone conferences with Richard Gold and Tom Gold; review and revise Answer to Complaint filed by EIEDC.	1.10
Nov 8/2001	Work on EIEDC matter; Conference with C. Homer; Telephone conference with Tom regarding responses.	1.70
Nov 9/2001	Telephone conference with Deborah Mayfield; telephone conference with Richard Gold and Tom Gold.	0.70
Nov 13/2001	CAH Telephone conferences with Tom Gold and Richard Gold; telephone conference with Deborah Mayfield; telephone conference with attorney Mark Miller.	1.50 .2*
Nov 14/2001	CAH Telephone conferences with Tom Gold and Richard Gold; telephone conferences with Debra Mayfield to continue negotiations on possible settlement; telephone conference with attorney Mark Miller.	1.10 .2*
Nov 15/2001	Intra-office conference regarding revisions to settlement agreement; review email regarding same.	0.50
Nov 15/2001	Review correspondence from Richard Gold and Tom Gold pertaining to settlement terms; telephone conference with Debra Mayfield to discuss settlement terms; work on revising Settlement Agreement to be submitted to Debra Mayfield for review.	1.50
Nov 16/2001	Research Vreeken and service issues.	2.50
Nov 16/2001	Work on revisions to settlement agreement.	2.50
Nov 19/2001	Work on service issues; Research.	1.10
Nov 19/2001	Intra-office conference regarding settlement terms and issues; work on revisions to settlement agreement.	3.10
Nov 19/2001	Continued work on drafting, review and revision of revised Settlement Agreement.	1.90
Nov 20/2001	Telephone conferences with Tom Gold and Richard Gold to discuss settlement negotiations and revisions to settlement agreement.	0.50
Nov 20/2001	Work on revisions to settlement agreement; intra-office conference regarding same.	1.40
Nov 26/2001	Intra-office conference regarding revised settlement agreement.	0.70
Nov 26/2001	Review correspondence received from Tom Gold pertaining to settlement agreement; work on revisions to settlement agreement; telephone conference with Richard Gold pertaining to settlement agreement.	2.40
Nov 27/2001	Intra-office conference regarding and work on revisions to settlement agreement.	1.20
Nov 27/2001	Telephone conference with Tom Gold and Richard Gold; review and revise proposed settlement agreement; correspondence to Debra Mayfield to transmit settlement agreement for review.	1.10

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Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date	Explanation	Hours
Nov 27/2001	Prepare e-mail correspondence.	0.10
Nov 28/2001	Intra-office conference regarding status; review file.	0.20
Nov 30/2001	CAH Telephone conference with Richard Gold; review and revise correspondence to attorney Mark Miller; work on preparing discovery pleadings to Bank of Idaho.	0.80 *
Nov 30/2001	RMF Prepare notices of depositions duces tecum and serve by Fax and mail; Work on cross-claims; Work on discovery to Bank.	2.60 .5*
Dec 3/2001	RMF Prepare pleadings for EIEDC and Bank of Idaho litigation.	3.20 1.0*
Dec 4/2001	CAH Telephone call to Debra Mayfield; work on drafting, review and revision of interrogatories to Bank of Idaho, Notice of Deposition Duces Tecum to Bank of Idaho and Notice of Deposition to Vreeken.	1.00 .5*
Dec 4/2001	Telephone conference with Tom Gold and Richard Gold; intra-office conference to discuss preparation of discovery pleadings; work on preparing discovery pleadings; telephone conference with Debra Mayfield.	0.80
Dec 4/2001	RMF Prepare second set of discovery and notices to take depositions of Bank of Idaho and Jan Vreeken.	7.20 1.0*
Dec 5/2001	Telephone conference with Debra Mayfield; telephone conference with Tom Gold and Richard Gold; review correspondence from Richard Gold pertaining to interest payments to Citizens Bank; research pertaining to ownership of Vreeken house.	1.60
Dec 5/2001	Prepare discovery pleadings.	1.10
Dec 6/2001	Telephone conferences with title company to check on status of title to Vreeken property; emails to Tom Gold; telephone calls to Mark Miller.	0.20
Dec 6/2001	Research file.	0.60
Dec 7/2001	Telephone conference with Debra Mayfield; telephone calls to Tom Gold and Richard Gold.	0.30
Dec 7/2001	RMF Research Bank of Idaho UCC lien with Secretary of State.	0.60 *
Dec 10/2001	CAH Telephone conference with Tom Gold and Richard Gold; telephone conference with Mark Miller pertaining to scheduling of deposition of bank personnel; telephone conference with Brent Robinson to discuss scheduling of depositions and obtaining information on arrangement between Lockwood and Bank of Idaho.	1.10 *
Dec 10/2001	RMF Contact court reporters regarding depositions; Prepare amended notice of deposition.	0.40 *
Dec 11/2001	Telephone conferences with Brent Robinson, Tom Gold, Richard Gold and Debra Mayfield to discuss scheduling of depositions; telephone conference with attorney Mark Miller.	1.40
Dec 12/2001	CAH Telephone conferences with Brent Robinson; correspondence to Debra Mayfield to revoke prior settlement proposal; telephone conference with Mark Miller pertaining to deposition; review documents to prepare for deposition of Bank of Idaho representative.	2.30 1.0*
Dec 12/2001	RMF Contact court reporter for Bank and Vreeken depositions.	0.10 *
Dec 13/2001	CAH Telephone conference with client; prepare for deposition; participate in deposition of Scot Naudald.	1.40 *

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Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date	Explanation	Hours
Dec 20/2001	Telephone conference with Brent Robinson; review pleadings filed by EIEDC on Motion for Summary Judgment; transmit Motion for Summary Judgment and discovery pleadings to clients for review.	1.30
Dec 21/2001	Telephone conferences with Brent Robinson pertaining to deposition of Mr. Vreeken; schedule time for filing Motion for Summary Judgment against Lockwood entities; work on preparing documents for Motion for Summary Judgment.	0.40
Dec 31/2001	Telephone conference with Tom Gold; telephone conference with attorney Steve McGrath pertaining to continuing discovery response time on answers to discovery.	0.30
Jan 3/2002	Telephone conference with Tom Gold and Richard Gold; telephone conference with attorney Brent Robinson; review file to prepare for deposition of Mr. Vreeken.	1.60
Jan 4/2002	Telephone conferences with Tom Gold and Richard Gold; telephone conferences with attorney Brent Robinson.	0.90
Jan 4/2002	Prepare pleadings; Telephone conference with Tom and Richard; Work on deposition issues.	1.50
Jan 7/2002	Prepare pleadings in EIEDC matter; Review discovery.	7.20
Jan 7/2002	Several telephone conferences with Tom Gold and Richard Gold; telephone conferences with Brent Robinson; complete review of files to prepare for deposition of Mr. Vreeken.	6.60
Jan 8/2002	Continued preparation for deposition of Mr. Vreeken; participate in deposition of Mr. Vreeken; telephone conferences with Tom Gold and Richard Gold to discuss deposition; telephone conference with Brent Robinson.	6.40
Jan 8/2002	Draft and prepare motion to consolidate in EIEDC matter.	1.10
Jan 9/2002	Telephone conferences with Tom Gold and Richard Gold to discuss preparing response to request for admission and to review deposition of Y. Vreeken.	1.30
Jan 9/2002	Prepare and file motion to consolidate actions and motion to intervene in EIEDC matter; work on requests for admissions and other discovery; work on crossclaims and counterclaims.	6.30
Jan 10/2002	Telephone conferences with Tom Gold to prepare answers to request for admissions; work on review and revisions of answers to request for admissions.	1.80
Jan 10/2002	Prepare and send to Richard Gold the Responses to Discovery, together with a copy of the Crossclaim and Counterclaim and the Motion to Intervene and Consolidate Actions and copies of Acceptance of Service executed by Jan Vreeken and on behalf of Gebroeders; Receipt and review response with changes from Richard Gold.	4.60
Jan 10/2002	Fax and email copies of discovery interrogatories and requests for production and request Tom Gold review and prepare proposed draft answers; Email and Fax to Tom Gold copies of responses to requests for admission and copy of crossclaim and counterclaim and motion to intervene and consolidate actions; Review concerns raised in email.	3.60
Jan 11/2002	Continue work on discovery.	2.50
Jan 14/2002	Telephone conference with Tom Gold pertaining to responding to discovery; telephone conference with attorney Brent Robinson pertaining to negotiations to try to settle with EIEDC.	0.90

12/13/2004

Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date	Explanation	Hours
Jan 14/2002	Prepare and complete notice of service of discovery and responses to requests for admission.	1.60
Jan 17/2002	Telephone conference with Tom Gold and Richard Gold; review discovery pleadings.	0.30
Jan 21/2002	Telephone call to Brent Robinson; telephone call to Steve McGrath's office; telephone conference with Tom Gold and Richard Gold.	1.00
Jan 21/2002	Work on interrogatories and discovery.	2.50
Jan 22/2002	Telephone conference with Brent Robinson; telephone conference with Tom Gold and Richard Gold.	0.60
Jan 22/2002	Telephone call from Mr. T. Gold regarding filing deadline; intra-office conference regarding same; telephone call to Mr. T. Gold regarding same.	0.30
Jan 22/2002	Continue work on discovery responses; send to Tom for execution.	1.60
Jan 22/2002	Prepare and Fax to Tom Gold proposed answers to interrogatories to be signed and faxed back by Wednesday the 23rd; Receipt and review questions and issues raised by Tom Gold in email to Charles Homer regarding matters in interrogatories.	2.90
Jan 22/2002	Work on discovery.	3.90
Jan 23/2002	Prepare answers to interrogatories and other discovery pleadings in response to discovery request by EIEDC.	1.60
Jan 23/2002	Receipt and review response to discovery from Tom Gold; continue work on file; Prepare and send by email copy of Vreeken deposition for Tom Gold to review; Preparation and mailing of Affidavit for Tom to execute and request to remember specific information.	4.60
Jan 23/2002	Receipt and review affidavit modified and prepared by Tom regarding motion opposing summary judgment and issues relating to bank employees such as Countryman and Cudabach; Work on brief and affidavit; Send copies of Vreeken depositions; Receipt and review comments by Tom to EIEDC answer to interrogatories.	2.60
Jan 23/2002	Prepare notice of service of discovery and draft discovery.	2.60
Jan 24/2002	Appearance at status conference; telephone conference with Steve McGrath; telephone conference with Richard Gold and Tom Gold.	1.50
Jan 24/2002	Correspond with Tom regarding files and depositions of Vreeken and ability to access; Work on file for motion to dismiss.	0.60
Jan 24/2002	Attend hearing on motion to consolidate.	0.20
Jan 27/2002	Prepare and research for hearing.	0.60
Jan 28/2002	Prepare for and argue motion to consolidate cases before Judge Shindurling.	1.90
Jan 29/2002	Telephone conference with Brent Robinson; telephone conference with Steve McGrath; telephone conference with Tom Gold; telephone conference with Brent Robinson.	0.80
Jan 29/2002	Review issue relating to notice for motion to dismiss.	0.20
Jan 31/2002	Receipt and review Order from Bank of Idaho Court denying motions to consolidate.	0.20

12/13/2004

Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date	Explanation	Hours
Feb 2/2002	Receipt and review notice of hearing before Judge Shindurling to hear motion to dismiss.	0.10
Feb 4/2002	Telephone call to Brent Robinson; telephone conference with Tom Gold; work on preparing documentation to be filed in objection to EIEDC Motion for Summary Judgment.	1.00
Feb 5/2002	Prepare for hearing on motion for summary judgment; Continue work on brief and affidavits.	2.80
Feb 6/2002	Telephone conference with Tom Gold.	0.30
Feb 6/2002	Prepare and email Affidavit for EIEDC matter; Continue preparation of brief opposing motion for summary judgment.	4.60
Feb 7/2002	Work on completing and serving affidavit of Tom Gold in opposition to motion for summary judgment; Complete and file memorandum in opposition to motion for summary judgment.	4.60
Feb 8/2002	Prepare and Fax copies of Memorandum in Opposition to Motion for Summary Judgment, affidavit of Gold and affidavit of Vreeken.	0.40
Feb 8/2002	Prepare and file acknowledgment and acceptance of service by Vreeken and Geobroeder; Work on issues involving depositions; Research.	1.60
Feb 11/2002	CAH Telephone conference with attorney Mark Miller pertaining to re-scheduling of status conference; telephone conference with attorney Greg Crockett.	0.60 *
Feb 11/2002	RMF Review brief in opposition of motion to amend and affidavits of Miller and Jones filed by Bank of Idaho.	0.50 *
Feb 11/2002	Receipt and review affidavit by Vreeken opposing motion for summary judgment.	0.40
Feb 12/2002	CAH Review Motion to Add Additional Party Plaintiff filed by attorney Greg Crockett; review Affidavits, Brief and motions filed by Steve McGrath in EIEDC action in support of Motion for Summary Judgment; compile pleadings and transmit pleadings to Tom Gold for review.	2.20 *
Feb 12/2002	Review note and comments from Tom regarding contractual arguments.	0.60
Feb 15/2002	Telephone conference with Tom Gold; review pleadings filed by Steve McGrath in support of motion for summary judgment; prepare to oppose motion for summary judgment.	1.40
Feb 18/2002	Review supplemental brief filed by McGrath; Review reply brief and motion in support of motion to strike.	1.20
Feb 19/2002	Review correspondence from Tom Gold; work on preparing argument in opposition for motion for summary judgment filed by EIEDC; correspondence to attorney Brent Robinson.	0.30
Feb 19/2002	RMF Correspondence regarding status and issues relating to the Bank of Christianne.	0.30 *
Feb 20/2002	Telephone conferences with Tom Gold; telephone conference with attorney Brent Robinson; review all pleadings and briefs to prepare for hearing on EIEDC Motion for Summary Judgment.	2.30
Feb 20/2002	Receipt and review email correspondence from Tom regarding positive research.	0.20
Feb 20/2002	Locate, prepare and email Rule case to client; Research; Work on motion to compel.	1.90

12/13/2004

Holden, Kidwell, Hahn & Crapo, P.C.

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Time Listing

ALL DATES

Date	Explanation	Hours
Feb 21/2002	CAH Attend hearing before Judge Shindurling on various pending matters.	1.80 .9*
Feb 25/2002	Attend court hearing on scheduling conference.	1.00
Feb 26/2002	Telephone conference with attorney Steve Blaser.	0.10
Mar 1/2002	Telephone call to Tom Gold.	0.10
Mar 5/2002	Telephone conference with attorney Brent Robinson pertaining to picking mediator for court ordered mediation; telephone conference with attorney Steve McGrath to agree upon name of mediator.	0.30
Mar 8/2002	Telephone conference with Tom Gold.	0.20
Mar 13/2002	Telephone conferences with Steve McGrath; telephone conferences with Tom Gold pertaining to setting up date for mediation.	0.50
Mar 15/2002	Telephone conference with Tom Gold and Richard Gold.	0.70
Mar 22/2002	CAH Review correspondence from attorney Paul Rippel pertaining to scheduling mediation.	0.10 *
Mar 23/2002	CAH Review correspondence from attorney Paul Rippel.	0.20 *
Mar 25/2002	Motion to compel scheduled for April 10.	0.20
Mar 26/2002	Review and revise documentation on motion to compel; telephone conference with clients; telephone conference with Paul Rippel pertaining to scheduling mediation involving Christianne Vreeken.	1.00
Mar 27/2002	CAH Telephone conference with clients; telephone calls to attorney Paul Rippel.	0.80 .4*
Mar 27/2002	Prepare motion to compel discovery of Vreeken and affidavit of Homer.	2.10
Mar 28/2002	Review documents on mediation; review summary judgment decision issued by Judge Anderson; transmit opinion to clients for review; telephone conference with clients.	1.90
Mar 28/2002	Prepare and Fax and file Motion to compel discovery of Vreeken; Affidavit of Charles Homer; Notice of Hearing.	4.60
Mar 28/2002	EIEDC Review courts summary judgment and memorandum in support of judgment.	1.10
Mar 28/2002	Schedule and prepare notice of hearing for April 12 before Judge Shindurling.	0.30
Apr 1/2002	CAH Telephone conference with Tom Gold and Richard Gold; telephone call to attorney Paul Rippel representing Christianne Vreeken; telephone call to attorney Brent Robinson.	0.70 .2*
Apr 1/2002	EIEDC - Receipt and review order vacating hearing.	0.10
Apr 3/2002	Review memorandum of costs and attorney fees.	0.20
Apr 4/2002	Telephone conference with all opposing counsel to discuss postponing mediation time and establishing new dates for deposition and mediation; telephone conference with Tom Gold and Richard Gold pertaining to new deposition times and mediation time.	0.70
Apr 15/2002	CAH Telephone conference with Paul Rippel; telephone conference with Tom Gold and Richard Gold; telephone call to attorney Brent Robinson.	0.30 .1*
Apr 15/2002	Prepare and Fax to Golds copies of correspondence from McGrath, Memorandum of Costs and proposed Judgment.	0.50

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Time Listing

ALL DATES

Date	Explanation	Hours
Apr 17/2002	Correspondence to all parties to discuss continuation of mediation date and setting up times for depositions.	0.50
Apr 18/2002	Review judgment in EIEDC; Intra-office conference regarding status and action.	0.30
Apr 28/2002	EIEDC: Review judgment and language; Research motion to alter or amend; Work on motion and memorandum.	3.10
Apr 29/2002	EIEDC: Research motion to alter or amend; Prepare motion and memorandum to alter or amend judgment to remove language regarding execution.	2.20
May 3/2002	Receipt and review Lockwoods' and Vreeken's motion joining our motion to alter or amend judgment.	0.20
May 8/2002	Telephone conference with Steve McGrath.	0.10
May 8/2002	Receipt and review memorandum opposing our motion to alter or amend judgment; Research; Intra-office conference regarding status.	1.10
May 9/2002	Telephone conference with Steve McGrath.	0.20
May 13/2002	Research discovery issues.	1.20
May 15/2002	Prepare for and attend hearing on EIEDC matter of amendment to judgment.	2.30
May 16/2002	Receipt and review proposed EIEDC order.	0.10
May 21/2002	Intra-office conference to discuss setting up hearing date on Motion to Compel and filing Amended Crossclaim in Bank of Idaho case.	0.30
May 21/2002	Research.	1.60
May 22/2002	Work on motion to compel; Receipt and review depositions and review for motion to compel.	3.60
May 23/2002	Telephone conference with Tom Gold.	0.30
May 30/2002	Telephone call with clients.	0.50
Jun 1/2002	Work on hearing on notice to compel; Telephone conference with counsel.	0.60
Jun 5/2002	Telephone call to Steve McGrath's office; telephone call to Tom Gold.	0.30
Jun 11/2002	Telephone calls to Steve McGrath.	0.20
Jun 18/2002	Telephone conferences with Steve McGrath and Tom Gold.	0.80
Jun 20/2002	Receipt and review Vreeken brief and opposing briefs.	1.50
Jun 21/2002	Review and revise Brief and Affidavits in Support of Motion to Compel; prepare for hearing on Motion to Compel.	1.20
Jun 21/2002	Westlaw research.	1.50
Jun 24/2002	Prepare for and appear at court hearing on Motion to Compel Discovery.	1.20
Jun 24/2002	Work on notice of appeal.	1.20
Jun 27/2002	Work on appeal; Review file and orders the subject of appeal; Research.	4.60

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Time Listing

ALL DATES

Date	Explanation	Hours
Jun 28/2002	Work on notice of appeal; Research; Draft notice of appeal; File notice of appeal.	5.60
Jul 8/2002	Telephone conference with clients; work on preparing briefs in support of motion to compel.	0.60
Jul 9/2002	Telephone conference with Tom Gold and Richard Gold; review pleadings and briefs on motion to compel.	0.60
Jul 9/2002	Research and draft motion to compel.	4.70
Jul 10/2002	Draft and research for motion to compel.	5.20
Jul 10/2002	Draft and research for motion to compel.	5.20
Jul 11/2002	Draft, review and revise brief in support of motion to compel.	1.60
Jul 11/2002	Continue draft of and research for brief in support of motion to compel.	7.90
Jul 11/2002	Continue draft of and research for brief in support of motion to compel.	7.90
Jul 12/2002	Work on brief; multiple calls and faxes with Golds; file brief.	6.50
Jul 12/2002	Telephone conferences with Tom Gold regarding brief on motion to compel; draft modifications; send and Receipt of modifications to and from Gold; draft motion to extend time; telephone conferences with counsel, Robinson and Rippel; prepare transmittal letter to court; file motion; work on brief; multiple calls and faxes with Golds; file brief.	6.90
Jul 15/2002	Telephone conferences with clients pertaining to pending motion to compel discovery.	0.30
Jul 15/2002	Review file and prepare scheduling memo.	0.60
Jul 24/2002	Telephone conference with Tom Gold and Richard Gold pertaining to setting up mediation on appeal in Eastern Idaho Economic Development Company matters.	0.30
Jul 26/2002	Prepare transmittal to Golds regarding notice of cross appeal and correspondence from court of appeals and settlement conference; prepare document; review forms.	2.30
Aug 1/2002	CAH Telephone conferences with Mark Miller.	0.30 *
Aug 13/2002	Receipt and review court's opinion and order granting motion to compel.	0.70
Aug 14/2002	Telephone conferences with Steve McGrath; telephone calls to Brent Robinson; telephone conference with Tom Gold; work on preparing mediation statement.	1.80
Aug 14/2002	Review pleadings.	1.60
Aug 16/2002	Receipt and review e-mail correspondence from Tom regarding time availability in September and October for depositions and conferences.	0.30
Aug 20/2002	Telephone conference with Tom Gold and Richard Gold to discuss court opinion on Motion to Compel and to discuss scheduling of depositions.	0.20

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Time Listing

ALL DATES

Date	Explanation	Hours
Aug 20/2002	Conference to review issues for depositions for Jan, Christianne, Hans and wife, Windell; work on amendment to cross-claim and third party complaint involving EIEDC issues; work on motion to compel; review file regarding Robinson's filings and what he has failed yet to answer.	2.30
Aug 21/2002	Review and work on file; Research UCC liens filed with Secretary of State; receipt and review e-mail correspondence from Tom; work on motion to compel.	3.30
Aug 22/2002	Review pleadings on motion to compel and memorandum of costs.	0.30
Aug 22/2002	Work on pleadings.	0.60
Aug 26/2002	Research regarding time for filing assignment; work on memo regarding costs and attorney fees for motion to compel.	3.10
Aug 27/2002	Review Motion for Reconsideration filed by Vreeken counsel; transmit Motion for Reconsideration to clients.	0.50
Aug 27/2002	Review motion for reconsideration.	0.20
Aug 27/2002	RMF Receipt and review Christianne Vreeken's motion to reconsider motion to compel; work on memorandum regarding costs and attorney fees.	1.10 .5*
Aug 28/2002	Work on deposition matters; work on amendment to pleadings; prepare correspondence to Robinson and McGrath regarding EIEDC stipulation.	1.20
Aug 29/2002	Telephone conference with Richard Gold.	0.10
Aug 29/2002	RMF Work on additional motion to compel to Vreeken; work on notices of depositions duces tecum for Vreeken, Windels, Van Der Sands, Christianne; work on discovery matters.	2.80 .3*
Aug 30/2002	Continue work on pleadings and motion to compel and notices of deposition; receipt and review Lockwood, Gebroeder, and Vreeken's response to motion to reconsider.	2.10
Sep 4/2002	Receipt and review Robinson's motion to reconsider; review possibility of motion to strike based on timeliness; prepare discovery.	2.60
Sep 5/2002	CAH Correspondence to attorney Paul Rippel pertaining to scheduling of depositions; review and revise deposition notices.	1.60 .8*
Sep 5/2002	Prepare discovery and pleadings; prepare Request for Settlement Conference form for EIEDC matter for filing with Supreme Court.	6.30
Sep 6/2002	Continue preparation of request for settlement conference; prepare transmittal letter to court.	0.30
Sep 9/2002	CAH Telephone call to Paul Rippel.	0.20 *
Sep 10/2002	Telephone conference with Paul Rippel.	0.30
Sep 11/2002	CAH Conference call with attorneys Brent Robinson and Paul Rippel to discuss scheduling deposition; telephone conferences with Tom Gold.	1.40 .5*
Sep 11/2002	Work on discovery, motion to compel, affidavit and pleadings.	6.60
Sep 12/2002	Telephone conference with Brent Robinson pertaining to scheduling time for depositions.	0.30
Sep 12/2002	Work on amending pleadings and discovery issues.	0.50

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Time Listing

ALL DATES

Date	Explanation	Hours
Sep 13/2002	Review documents on motion to compel and scheduling deposition.	0.20
Sep 13/2002	Continue work on discovery issues and depositions and interrogatories.	0.60
Sep 16/2002	Work on pleadings index and file; Work on depositions for Jan, Hans, spouse, Windell and corporations; work on amendment; work on motions.	6.90
Sep 17/2002	Review pleadings in file; review and revise discovery documents; review and revise amended answer in counterclaim.	2.20
Sep 17/2002	Continue work on amended crossclaim and third party claim; make comparisons; review file; work on motions; set hearing.	3.90
Sep 18/2002	Review and revise pleadings on amended counterclaim and cross claim.	0.30
Sep 18/2002	Continue work on pleadings, motions and notices for hearing; prepare correspondence to court and to client.	4.30
Sep 19/2002	Review correspondence from Court of Appeals; correspondence to Tom Gold; review correspondence from Brent Robinson on scheduling of hearing.	0.50
Sep 19/2002	Computer UCC search EIEDC; receipt and review letter from Robinson.	0.40
Sep 20/2002	Correspondence to attorney Brent Robinson to discuss scheduling court hearing.	0.20
Sep 20/2002	Work on exhibits to notices for duces tecum.	0.60
Sep 27/2002	Work on pleadings; prepare amended motion for several hearings.	3.30
Sep 30/2002	Prepare for hearing on motion to compel, motion to amend pleadings and motion for reconsideration; appearance at court hearings; telephone conferences with Tom Gold and Richard Gold to discuss results of hearing.	3.60
Sep 30/2002	Prepare files for hearing.	0.90
Oct 1/2002	Review hearing; research; prepare orders based on hearings.	5.20
Oct 2/2002	Review UCC filings against Lockwood Idaho; transmit UCC filings to Brent Robinson; review and revise Orders on Motion to Compel, Motion to Amend and Motion for Reconsideration.	1.00
Oct 2/2002	Prepare answer to crossclaim; continue work on orders; continue work on discovery matters; research.	7.70
Oct 3/2002	Work on pleadings.	1.20
Oct 4/2002	Receipt and review email; modify answer to crossclaim; work on discovery and pleadings.	1.10
Oct 8/2002	Prepare pleadings.	0.60
Oct 11/2002	Review and revise discovery pleadings on request for production of documents.	1.70
Oct 11/2002	Receipt and review Robinson discovery; Conference with Golds; work on discovery matters.	7.50
Oct 14/2002	Continue work on pleadings and discovery issues.	3.40
Oct 15/2002	RMF Work on amendments; prepare correspondence to Robinson and Rippel.	2.30 .5*

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Time Listing

ALL DATES

Date	Explanation	Hours
Oct 16/2002	Review and revise pleadings on amendment to answer to cross claim; review memorandum of operating agreement.	1.00
Oct 16/2002	Prepare consents to amendment to answer to allow seventh defense; prepare correspondence to counsel; prepare memorandum of costs for motion to compel and motion for reconsideration; work on discovery matters.	2.40
Oct 17/2002	Continue work on memorandum of costs and fees.	1.80
Oct 21/2002	Work on filings.	0.20
Oct 24/2002	Message from Tom regarding Phil Morse.	0.20
Oct 25/2002	Research regarding Phil Morse; message to Tom regarding Morse personal injury claim; telephone conference with Tom.	0.60
Oct 28/2002	Work on appeal brief.	3.10
Oct 29/2002	Work on file; long telephone conference with Phil Morse.	3.30
Oct 31/2002	Receipt and review e-mail from Tom; work on EIEDC appellate brief.	2.10
Nov 1/2002	Telephone conference with Richard Gold; telephone conference with Brent Robinson.	0.20
Nov 4/2002	Work on preparing brief on appeal on EIEDC case.	0.50
Nov 4/2002	Work on appeal brief.	5.50
Nov 5/2002	Continue work on appellate brief.	6.60
Nov 6/2002	Continue drafting and research for appellate brief regarding motion for summary judgment.	7.60
Nov 7/2002	Telephone conferences with Brent Robinson; telephone call to attorney Steve McGrath.	0.80
Nov 7/2002	Continue draft of appeal brief.	10.40
Nov 8/2002	Telephone conference with Tom Gold and Richard Gold pertaining to preparation of appeal brief.	0.20
Nov 8/2002	Continue draft of appellate brief in EIEDC matter.	8.20
Nov 9/2002	Continue work on appellate brief.	0.60
Nov 10/2002	Continue work on draft of appellate brief in EIEDC.	2.10
Nov 11/2002	Review and revise appeal brief; several telephone conferences with Tom Gold and Richard Gold pertaining to appeal brief.	2.30
Nov 11/2002	Continue draft and research for appellate brief in EIEDC; telephone conferences with Golds.	8.30
Nov 12/2002	Telephone conferences with Tom Gold; review and revise appeal brief; telephone conference with attorney Steve McGrath on collection efforts against Lockwood Idaho.	1.00
Nov 12/2002	Complete and mail appellate brief.	3.60
Nov 13/2002	Work on appeal brief and issues.	3.50
Nov 14/2002	Work on concerns with execution.	0.30

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Time Listing

ALL DATES

Date	Explanation	Hours
Nov 15/2002	Review documentation on MA lawsuit; telephone conferences with Tom Gold, Richard Gold and Massachusetts counsel to discuss procedure to take on pending Massachusetts action.	0.70
Nov 22/2002	Review and revise Affidavit on EIEDC litigation in Massachusetts; transmit revised Affidavit; telephone conferences with Tom Gold.	0.80
Nov 25/2002	Review and revise filed appellate brief.	0.90
Nov 27/2002	CAH Correspondence to Brent Robinson and Paul Rippel pertaining to scheduling depositions; correspondence to Steve McGrath to provide information on levy and execution and provide funds for sheriff fees.	1.50 .2*
Nov 27/2002	Work on file and pleadings.	2.30
Dec 2/2002	Work on pleadings matters.	0.50
Dec 3/2002	Work on records.	0.30
Dec 4/2002	Work on pleadings and records.	1.10
Dec 10/2002	Work on pleadings and discovery matters.	2.10
Dec 11/2002	Telephone conference with Tom Gold and Richard Gold.	0.20
Dec 18/2002	Review and revise notice from court on appeal.	0.10
Dec 19/2002	CAH Telephone conferences with Brent Robinson and Paul Rippel to schedule depositions; email to clients pertaining to scheduling of depositions.	0.70 .2*
Dec 19/2002	Telephone conference with Robinson's office.	0.20
Dec 23/2002	Telephone call to Steve McGrath's office on execution against Lockwood.	0.20
Dec 30/2002	CAH Work on discovery matters.	2.20 .2*
Dec 30/2002	Telephone conference with Richard Gold; telephone conference with Paul Rippel pertaining to scheduling of depositions.	0.70
Jan 10/2003	Prepare for hearing; review file and status.	0.30
Jan 10/2003	Work on Vreeken discovery.	0.30
Jan 13/2003	Telephone conference with Tom Gold and Richard Gold.	0.20
Jan 13/2003	RMF Prepare for and attend status conference hearing in judges chambers.	1.80 .5*
Jan 15/2003	Work on appeal issues.	0.20
Jan 16/2003	Telephone conference with Tom Gold and Richard Gold.	0.30
Jan 16/2003	Review appellate briefs regarding EIEDC appeal.	2.00
Jan 20/2003	Work on EIEDC appeal; research and review briefs.	1.50
Jan 21/2003	Review and review court order regarding extension of time for briefs.	0.20
Jan 28/2003	Review documents to prepare affidavit on dispute with EIEDC on Massachusetts action.	0.20
Jan 30/2003	Telephone conference with Tom Gold; draft, review and revise affidavit to be used in Massachusetts action involving EIEDC.	0.80
Feb 6/2003	Review EIEDC appellate briefs and filing schedule.	1.50

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ALL DATES

Date	Explanation	Hours
Feb 10/2003	RMF Status Conference in Judges Chambers for Vreeken lawsuit.	1.80 .5*
Feb 12/2003	Telephone conference with Steve McGrath.	0.30
Feb 13/2003	Telephone conference with Tom Gold.	0.30
Feb 18/2003	EIEDC appeal research.	5.30
Feb 19/2003	Telephone conference with Steve McGrath pertaining to sheriff's levy and execution.	0.50
Feb 19/2003	Review and work on reply to appellate brief.	2.10
Feb 24/2003	Review pleadings filed by Steve McGrath on behalf of EIEDC in objection to third party claim filed by Brent Robinson on sheriff's levy and execution.	0.20
Feb 25/2003	Work on EIEDC Appeal research and brief.	2.20
Feb 26/2003	EIEDC Appeal research and work on appellate reply brief.	6.10
Feb 27/2003	Telephone conference with Steve McGrath; email to Tom Gold and Richard Gold pertaining to withdrawal of third party claim by Lockwood.	0.30
Feb 27/2003	Continued work on appellate brief; review briefs on file; research.	6.60
Feb 27/2003	Continued work on appellate brief.	3.60
Mar 4/2003	Work on discovery issues.	0.50
Mar 6/2003	Work on appeal research.	0.80
Mar 7/2003	Work on discovery matters.	4.60
Mar 7/2003	Work on appeals issues and research.	1.50
Mar 8/2003	Work on appellate brief.	0.60
Mar 9/2003	Research; review prior appellate briefs.	1.20
Mar 10/2003	Telephone conference with Tom Gold and Richard Gold.	0.80
Mar 10/2003	Research; draft Appellants Reply Brief; review appellate pleadings.	6.80
Mar 11/2003	Review and revise appeal brief.	0.50
Mar 11/2003	Continue work on appellate reply brief; continued research; prepare and send brief via e-mail to Tom.	9.20
Mar 12/2003	Continued work on appellate reply brief matters.	3.50
Mar 12/2003	Continue work on brief.	1.80
Mar 12/2003	Attend auction at Hendrickson's Pro Tow and Westergard's Moving and Storage; prepare memo to CAH regarding bids and sale prices of items auctioned.	2.00
Mar 12/2003	Correspondence to clients pertaining to result of sheriff's sale and levy of assets of Lockwood; telephone conference with Tom Gold and Richard Gold pertaining to revisions to reply briefs	0.50
Mar 13/2003	Review reply brief.	0.20
Mar 13/2003	Review and review modifications and suggestions from Tom; prepare and finalize appellate reply brief and mail brief and all copies.	3.50

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ALL DATES

Date	Explanation	Hours
Mar 17/2003	Review notice received from Court of Appeals on assignment of EIEDC case on appeal to Idaho Supreme Court.	0.20
Mar 19/2003	Notice of filed brief.	0.20
Mar 25/2003	Work on discovery responses and motion for further sanctions.	6.50
Mar 25/2003	Intra-office conference to discuss preparation of pleadings on discovery matters.	0.30
Apr 1/2003	Work on motion to compel and in camera inspection.	2.30
Apr 2/2003	Review pleadings file.	0.20
Apr 7/2003	RMF Work on discovery for Christianne Vreeken matters.	1.20 *
Apr 8/2003	Telephone conference with Tom Gold; work on response to discovery.	0.50
Apr 8/2003	Message; response to discovery; review case files and pleadings for names of potential witnesses and issues.	5.20
Apr 9/2003	Intra-office conference to review discovery responses.	0.20
Apr 9/2003	Continue review files for potential witness names and issues; draft proposed responses.	3.50
Apr 16/2003	Review and revise pleadings on amendment to answer to cross claim; review Memorandum Operating Agreement.	1.00
Apr 16/2003	Contact regarding status of discovery.	0.20
Apr 17/2003	Review files for discovery.	0.20
Apr 21/2003	Prepare discovery questions.	0.20
Apr 23/2003	Telephone conference with Tom Gold.	0.20
Apr 23/2003	Review file for time deadlines and status.	0.30
Apr 29/2003	Telephone conference with Tom Gold pertaining to providing answers to interrogatories.	0.30
Apr 29/2003	Prepare e-mail relating to questions and concerns and response to discovery.	0.50
May 5/2003	Review correspondence on answers to interrogatories received from Tom Gold.	0.30
May 5/2003	Review affidavits relating to discovery responses.	0.80
May 13/2003	Work discovery.	0.20
May 21/2003	Telephone conference with Tom Gold and Richard Gold.	0.20
May 27/2003	Work on discovery matters.	1.10
May 27/2003	Telephone conference with CAH regarding work on motion to compel; Review pleading and discovery files; Review prior orders relating to motion to compel.	2.60
Jun 16/2003	Telephone conference with Tom Gold; review discovery documentation and pleadings.	0.90
Jun 19/2003	Telephone conferences with Tom Gold and Richard Gold.	0.30

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ALL DATES

Date	Explanation	Hours
Jun 20/2003	Prepare response to discovery; review all pleadings and file; telephone call to Brent Robinson.	2.20
Jun 23/2003	Review discovery.	0.10
Jun 30/2003	Review pleadings files; Prepare motion to compel and affidavit in support of motion to compel; Review files for unanswered discovery to include in motion to compel; Review files to verify compliance with discovery responses to date.	8.20
Jul 1/2003	Conference with CAH; Telephone conference with Tom to review status, legal issues, discovery; continue work on Motion to Compel and Affidavit in Support; review counterclaim to verify pleading Massachusetts Law 93A claim; Work on preparation of notices of depositions; prepare and Fax serve on parties notice of intent to take default against all cross defendants and third party defendants for failure to respond to amended answer and counterclaim.	7.70
Jul 1/2003	Review and revise motion to compel discovery, answers to interrogatories and notice of depositions.	1.40
Jul 2/2003	Continue work on affidavit, motion to compel, exhibits to affidavit, and notices of deposition.	2.30
Jul 2/2003	Telephone conference with Tom Gold and Richard Gold; review discovery pleadings.	0.50
Jul 2/2003	Telephone conferences with Tom regarding requests to Fax prior order, memorandum, answer/crossclaim; prepare modifications to response to discovery to include Richard; prepare modifications to Affidavit.	2.10
Jul 3/2003	RMF Telephone message from Tom; telephone conference with Tom regarding motion to compel and affidavit; prepare deposition notices for all adverse parties; complete modification to affidavit of Charles A. Homer regarding motion to compel; complete modification to motion to compel; prepare notice of discovery for response to discovery; prepare letters to Robinson and Rippel; complete and file with court, Fax and Federal Express copies of the motion to compel, affidavit in support of motion to compel, copies of exhibits; telephone conference with court regarding date for hearing on motion to compel.	5.30 .5*
Jul 3/2003	Review motion to compel discovery.	0.20
Jul 7/2003	Work on Gold pleadings and discovery issues; fix hearing dates.	7.40
Jul 8/2003	Telephone conference with Tom Gold and Richard Gold.	0.80
Jul 8/2003	RMF Telephone conference with Paul Rippel regarding deposition dates and scheduling issues, discuss discovery obligations and order compelling information; continue work on discovery; Review files relating to discovery issues; prepare notices of deposition for all adverse parties.	7.80 .5*
Jul 9/2003	CAH Review notices on notice to take deposition pleading; telephone conference with Brent Robinson.	0.70 .2*
Jul 9/2003	RMF Prepare notices of deposition and exhibits relating to duces tecum; Set notices; complete and file with court all notices of deposition and serve all notices on all parties by Fax and/or personal delivery.	8.10 .5*
Jul 10/2003	Telephone conference with Richard Gold.	0.70

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ALL DATES

Date	Explanation	Hours
Jul 10/2003	Work on files and pleadings; telephone conference with Tom regarding sending box of documents related to discovery matters.	4.20
Jul 11/2003	Continue review of files relating to discovery matters.	2.60
Jul 11/2003	Review documents, discovery responses, pleadings, discovery inquiries; collect and compile documents necessary for hearing on motion to compel; receipt of letter from Robinson relating to discovery and hearing on motion to compel.	1.80
Jul 11/2003	Telephone conferences with Tom Gold and Richard Gold; telephone conferences with Brent Robinson pertaining to scheduling of hearing; prepare for hearing.	1.00
Jul 14/2003	Prepare file for court hearing; Work on files and preparation for litigation of issues.	2.60
Jul 14/2003	Telephone conferences with Brent Robinson, Tom Gold and Richard Gold; work on review of documents on request for production of documents; prepare for hearing.	2.60
Jul 15/2003	Verify files for hearing; receipt of instructions by Judge to preparation of order relating to motion and appeal; work on order.	1.40
Jul 15/2003	Prepare for hearing on motion to compel; attend hearing on motion to compel; correspondence to Brent Robinson and Paul Rippel pertaining to scheduling of depositions; review document.	3.30
Jul 18/2003	Review, prepare and organize litigation files and evidence.	4.60
Jul 18/2003	Review and compilation of documents produced by Tom Gold and Richard Gold in preparation for production of documents on discovery matters in pending litigation.	7.00
Jul 21/2003	CAH Telephone conference with Paul Rippel; review correspondence from Brent Robinson.	0.30 .1*
Jul 22/2003	Telephone conference with Richard Gold.	0.20
Jul 23/2003	Intra-office conference regarding appeals hearing date and order to research cases by court in interim.	0.80
Jul 23/2003	Telephone conferences with Brent Robinson, Paul Rippel and Tom Gold pertaining to discovery matters.	1.20
Jul 24/2003	Continue work on EIEDC cases on appeal; review Robinson pleadings.	2.30
Jul 28/2003	Work on deposition matters and pleadings.	1.10
Jul 28/2003	Telephone conferences with Brent Robinson; additional telephone conferences with Brent Robinson.	0.70
Jul 30/2003	CAH Telephone call to attorney Paul Rippel; telephone conference with Tom Gold; correspondence to Brent Robinson and Paul Rippel pertaining to changing time for deposition; amend notice of depositions.	2.20 1.0*
Jul 30/2003	Work on and prepare amended notices of deposition for Jan Vreeken, LPC Idaho, LPC, LEBV, GMMBV and prepare notices of depositions and notices duces tecum for Hans and Ellen Van Der Sande; prepare and send correspondence to Robinson and Rippel; file amended notices of deposition with court.	6.60
Jul 31/2003	Complete issues relating to amendments to notices of deposition; contact and reschedule court reporter.	0.80

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ALL DATES

Date	Explanation	Hours
Jul 31/2003	Telephone conference with Tom Gold and Richard Gold; telephone conferences with Paul Rippel and Brent Robinson.	0.80
Aug 1/2003	Review deposition of Jan Vreeken regarding information of payment to Bank of Idaho allegedly by Christianne.	2.10
Aug 1/2003	Telephone conferences with Tom Gold and Richard Gold; continued review and organization of all documents to be provided in response to request for production of documents and review and compile documents for depositions.	10.00
Aug 4/2003	Telephone conference with Paul Rippel.	0.20
Aug 5/2003	Work on status of pleadings and documents and evidence files.	0.80
Aug 5/2003	RMF Christianne Vreeken failed to appear at deposition; review options for contempt and sanctions for failure to attend by party plaintiff.	1.20 *
Aug 6/2003	Telephone conference with Tom Gold and Richard Gold.	0.80
Aug 7/2003	RMF Work on sanctions issues and pleadings.	1.30 *
Aug 7/2003	Telephone conference with clients.	0.30
Aug 8/2003	RMF Research and work on sanctions issues for Christianne's failure to appear and for incomplete responses by Jan Vreeken and the companies to discovery.	4.60 2.0*
Aug 11/2003	Work on pleadings and sanctions issues.	0.80
Aug 12/2003	Work on pleadings.	1.20
Aug 13/2003	Telephone conferences with Tom Gold.	0.30
Aug 14/2003	Review EIEDC pleadings for pre-hearing research.	2.30
Aug 14/2003	Telephone conferences with Tom Gold and Richard Gold.	0.60
Aug 18/2003	RMF Prepare motion for sanctions against Christianne Vreeken; Affidavit in support of motion for sanctions and proposed order for court.	6.20 *
Aug 18/2003	CAH Intra-office conference to prepare motion for sanctions against Christianne Vreeken.	0.80 *
Aug 19/2003	RMF Continue work on affidavit and motion for sanction and proposed order; schedule hearing for sanctions motion.	1.10 *
Aug 19/2003	RMF Establish hearing for Christianne Vreeken motion for sanctions.	0.20 *
Aug 19/2003	Review documents to be produced to Brent Robinson.	1.20
Aug 20/2003	Telephone conferences with Tom Gold and Richard Gold; work on reviewing file to prepare for depositions.	0.60
Aug 21/2003	Review issues involving witnesses and parties in depositions. Prepare and Fax service of third set of requests for production of documents on LPC for credit card statements.	1.50
Aug 21/2003	Telephone conferences with Brent Robinson; telephone conference with Tom Gold; prepare and review additional motion to compel discovery.	0.50
Aug 22/2003	Research and prepare memo for evidentiary matters involving the possible exclusion of witnesses from depositions; prepare and Fax serve notice of third series of discovery for additional information from corporate parties.	2.50

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ALL DATES

Date	Explanation	Hours
Aug 22/2003	Telephone conferences with Tom Gold and Richard Gold; telephone conference with Brent Robinson.	0.40
Aug 25/2003	Review of all documentation produced by Brent Robinson; compile documents to prepare for deposition questioning; compile pleadings for deposition questioning and for oral argument on motions to compel.	8.60
Aug 26/2003	Work on discovery matters regarding approaching hearings and depositions.	2.30
Aug 26/2003	Continued work on review of documentation and compiling documentation; prepare questions for deposition.	10.50
Aug 27/2003	Research and review materials and schedule depositions for 3 Lockwood employees in the Vreeken matter; prepare subpoenas duces tecum.	1.60
Aug 27/2003	Telephone conferences with Brent Robinson; review pleadings on motion to compel filed by Paul Rippel; prepare mediation letter to Dwight Baker.	2.00
Aug 28/2003	Work on amended notices of deposition in the Vreeken matter; review and prepare subpoenas and notices for deposition of employees of Lockwood.	3.60
Aug 28/2003	Telephone conferences with Tom Gold and Richard Gold; compile documents to prepare for deposition; review and revise mediation statement provided to attorney Dwight Baker	3.00
Aug 29/2003	Complete, execute and have served copies of subpoenas and notices of deposition for Lockwood Idaho employees; verify scheduling of all depositions for upcoming barrage of depositions in the Vreeken matter; verify Saturday schedules and other depositions with court reporter; work on discovery matters for upcoming hearings.	2.40
Aug 29/2003	Telephone conference with Tom Gold; revise mediation letter to Dwight Baker; prepare for oral argument on motion to compel.	2.20
Sep 2/2003	Work on EIEDC matter for supreme court hearing; review upcoming depositions and status of subpoenas; receive instructions regarding court orders and status of motions.	2.20
Sep 2/2003	CAH Attend court hearing to oral argue motion to compel against Christianne Vreeken and defend motion to compel filed by Brent Robinson.	1.60 .8*
Sep 3/2003	Conferences with Tom Gold and Richard Gold to review documents and prepare for depositions.	11.30
Sep 4/2003	Work on EIEDC matter.	1.00
Sep 4/2003	Conferences with Tom Gold and Richard Gold to prepare for deposition; take deposition of Jan Vreeken; review documentation and prepare for depositions of Hans Vandersande and Ellen Vandersande.	13.60
Sep 5/2003	Participate in depositions of Ellen Vandersande; Hans Vandersande; Jan Vreeken and Tom Gold; review briefs and prepare for oral argument on supreme court hearing.	11.30
Sep 5/2003	Work on matters relating to depositions.	2.60
Sep 6/2003	Continued with depositions of Ellen Vandersande and Tom Gold; work on preparing oral argument for supreme court hearing.	13.80

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Time Listing

ALL DATES

Date	Explanation	Hours
Sep 8/2003	Continue with depositions of Tom Gold; Bill Wendells; Melanie Harris and other employees of Lockwood Idaho; continued preparation for oral argument before Idaho Supreme Court on EIEDC appeal.	13.30
Sep 10/2003	Travel to and from Pocatello for Supreme Court hearing; participate in oral argument for Supreme Court hearing; participate in mediation with Dwight Baker as the mediator; conferences with Tom Gold and Richard Gold.	12.00
Sep 18/2003	Work on orders and discovery.	1.60
Sep 22/2003	Receipt and review discovery and motion to compel propounded by C Vreeken; conference with Charles Homer.	0.80
Sep 23/2003	Work on response to Christianne Vreeken discovery and motion to compel.	0.80
Sep 23/2003	RMF Prepare objections to Christianne Vreeken discovery.	1.00 *
Sep 24/2003	Review deposition transcripts; transmit deposition transcripts to Tom Gold.	0.30
Sep 29/2003	Review pretrial order to schedule time for deposition deadlines and pretrial hearing.	0.20
Sep 29/2003	Review files for orders and unanswered pleadings.	1.10
Sep 30/2003	CAH Review discovery and pretrial order to schedule dates for discovery; telephone call to Paul Rippel.	0.90 .2*
Sep 30/2003	Review pleadings and discovery issues and open matters.	2.60
Oct 1/2003	Research issues relating to discovery and evidentiary matters.	2.30
Oct 2/2003	Work on compiling documents in file; telephone conference with Tom Gold.	1.50
Oct 13/2003	Telephone conference with Tom Gold and Richard Gold; review deposition transcripts and forward transcripts to Tom Gold and Richard Gold for review; review witness list and work on setting up interviews of witnesses in preparation for trial.	2.30
Oct 13/2003	Work on discovery and pleading for witness preparation and investigation.	2.50
Oct 14/2003	Telephone conference with attorney Paul Rippel.	0.20
Oct 14/2003	Review depositions.	0.30
Oct 15/2003	Review witness list; prepare questions for interviews of witnesses.	0.90
Oct 15/2003	Work on discovery matters and matters involving witnesses.	3.50
Oct 16/2003	Work on contacting witnesses and witness preparations.	2.60
Oct 17/2003	Work on contacting witnesses and preparations.	1.50
Oct 18/2003	Work on discovery and witness issues in preparation of trial.	3.40
Oct 19/2003	Work on witnesses.	2.20
Oct 20/2003	Work on pleadings and witness preparation.	3.30
Oct 21/2003	Work on witness preparation and contact.	0.30
Oct 22/2003	Research discovery and deposition matters relating to parties; work on witness matters.	2.10

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ALL DATES

Date	Explanation	Hours
Oct 22/2003	Research pertaining to deposition by telephone.	0.30
Oct 27/2003	Work on potential witnesses and outstanding issues.	0.80
Oct 27/2003	Telephone conference with Tom Gold and Richard Gold.	0.30
Oct 30/2003	Intra-office conference to discuss preparation of additional discovery pleadings; review deposition transcripts; telephone conference with Tom Gold and Richard Gold.	2.20
Oct 30/2003	RMF Intra-office conference regarding depositions and discovery of witnesses; prepare notice of discovery for Christianne setting new deposition and duces tecum for documents.	0.80 .4*
Oct 31/2003	RMF Work on Christianne notice of deposition and discovery requests; prepare additional discovery interrogatories and requests for production based upon depositions.	4.50 2.0*
Oct 31/2003	CAH Intra-office conference on preparation of notice of deposition of Christianne Vreeken and preparation of request for production of document.	0.60 *
Nov 3/2003	Telephone conferences with Tom Gold and Richard Gold; work on preparing discovery pleadings.	0.90
Nov 3/2003	Telephone conference with Chuck and Richard and Tom regarding potential liability and amendment of complaint for cause of action against Hans; review depositions; work on witness matters.	1.80
Nov 4/2003	Work on discovery pleadings and issues for depositions; telephone conference with Tom and Richard regarding issues relating to amendment of pleadings against Hans and witnesses to be deposed in Boston.	2.10
Nov 5/2003	Telephone conferences with Tom Gold and Richard Gold to schedule depositions; work on preparing deposition notices.	0.40
Nov 5/2003	Work on notices of depositions taken for the purpose of trial for Boston depositions; research legal issues regarding depositions, notice etc.; prepare correspondence to Rippel and Robinson to Fax discovery documents; telephone conference with Richard and Tom regarding status, witnesses, potential action against Hans and possibility of amendment of pleadings.	3.90
Nov 6/2003	Review and analyze memorandum regarding liability of Hans; verify delivery of notices of deposition for Boston; work on discovery pleadings.	2.10
Nov 6/2003	Work on file and discovery issues.	3.80
Nov 6/2003	Telephone conference with Tom Gold; work on preparation for depositions; review deposition notices; telephone call to Brent Robinson.	1.10
Nov 7/2003	Telephone conferences with Tom Gold and Richard Gold; telephone conferences with Brent Robinson.	0.30
Nov 8/2003	Review and organize file; prepare for depositions to be held in Boston; telephone call to Jerry Ceuppens; email to Jerry Ceuppens.	3.30
Nov 10/2003	Work on discovery issues and witnesses.	0.30
Nov 10/2003	CAH Telephone conferences with Tom Gold and Richard Gold; court appearance on Motion to Quash Depositions.	2.00 1.0*

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Time Listing

ALL DATES

Date	Explanation	Hours
Nov 11/2003	CAH Telephone conferences with Tom Gold and Richard Gold; telephone conference with Jerry Ceuppens; review motion to compel filed by Paul Rippel.	3.60 .5*
Nov 11/2003	Intra-office conference regarding issues relating to discovery responses and upcoming hearings and issue relating to new trial setting; work on discovery and pleadings issues.	2.80
Nov 12/2003	Work on discovery issues.	0.50
Nov 13/2003	Work on file discovery and witness matters.	0.60
Nov 13/2003	Receipt and review of Fax from Rainey regarding letter from Farmers Insurance.	0.10
Nov 20/2003	Prepare discovery responses; research discovery issues in anticipation of hearing; prepare brief.	7.50
Nov 20/2003	Work on preparing argument on Motion to Compel.	0.50
Nov 21/2003	E-mail correspondence with Tom; telephone conferences with Tom regarding hearing and discovery e-mailed; prepare modifications to discovery and re-email; research; prepare for hearing.	3.50
Nov 21/2003	Telephone conferences with Tom Gold and Richard Gold; review and revise answers to interrogatories submitted by Paul Rippel; prepare Affidavit in opposition to motion to compel; legal research on motion to compel; compile documents to prepare argument on motion.	7.30
Nov 24/2003	CAH Prepare for court hearing on Rippel motion to compel; appearance at court hearing; telephone conference with Tom Gold and Richard Gold.	2.80 1.0*
Nov 24/2003	Telephone conference.	0.80
Nov 25/2003	Review opinion on EIEDC appeal; telephone conferences with Tom Gold and Richard Gold to discuss appeal; telephone conference with attorney Steve McGrath.	1.20
Nov 25/2003	Work on matter relating to EIEDC matter.	0.30
Dec 1/2003	Telephone conference with Tom Gold and Richard Gold.	0.30
Dec 16/2003	Work on issues regarding motion for reconsideration.	0.50
Dec 22/2003	Telephone conferences with Tom Gold; telephone conferences with Brent Robinson.	0.50
Jan 5/2004	Telephone conference with Steve McGrath; telephone conference with Tom Gold and Richard Gold.	0.30
Jan 5/2004	Review discovery and EIEDC matter; receipt email from Richard. Research deposition matters.	2.10
Jan 7/2004	Research issues for motion for reconsideration.	1.30
Jan 9/2004	Research motions; review discovery problems.	2.60
Jan 12/2004	Receipt of email from Tom; research Hague convention and letters rogatory matters.	2.30
Jan 12/2004	Review Fax received from Tom regarding letters rogatory.	0.70
Jan 14/2004	Conference call with Tom Gold, Richard Gold and Mr. Dickburst pertaining to obtaining testimony of Jerry Ceuppens in Netherlands.	0.50

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ALL DATES

Date	Explanation	Hours
Jan 14/2004	Receipt and review email from Golds regarding state department; research issues relating to Netherlands deposition or letters rogatory.	5.50
Jan 16/2004	Telephone conference with Tom and Richard Gold.	0.30
Jan 22/2004	Telephone conference with Steve McGrath,	0.20
Jan 29/2004	Telephone conference with Tom Gold and Richard Gold; review pre-trial order to establish cut off dates on trial setting.	0.40
Feb 3/2004	Telephone call to Paul Rezendes.	0.20
Feb 9/2004	Telephone conference with Tom Gold and Richard Gold.	0.30
Feb 10/2004	Telephone conferences with Tom Gold and Mr. Dittvorst.	0.80
Feb 11/2004	Work on EIEDC related matters; review files.	1.60
Feb 16/2004	Work on discovery issues.	1.10
Feb 18/2004	Receipt and review and send email correspondence; review EIEDC matters.	0.60
Feb 18/2004	Review file and prepare for hearing on EIEDC request for approval of legal fees; participate in hearing on the request for approval of fees.	1.20
Feb 21/2004	Correspondence to Tom Gold; review judgment amending order for attorney fees.	1.30
Feb 24/2004	Telephone conferences with Tom Gold and Richard Gold.	0.70
Mar 8/2004	Review files; work on preparing motions on Ceuppens deposition and motion to compel discovery; review correspondence from Tom Gold.	0.80
Mar 9/2004	Review and compile documents in file; work on preparing discovery pleadings and correspondence to Paul Rippel and Brent Robinson.	3.90
Mar 10/2004	CAH Draft Affidavits and Motion for Protective Order and Sanctions pertaining to Ceuppens deposition; draft deposition notice for Christianne Vreeken; correspondence to Brent Robinson and Paul Rippel; work on Motion for Reconsideration on tax information issues; telephone conference with Tom Gold.	5.50 .5*
Mar 11/2004	Telephone conference with Tom Gold.	0.10
Mar 16/2004	Work on affidavit for Phil Morse and motion for reconsideration.	1.20
Mar 17/2004	Review and work on affidavit for Morse; review telephone conversation transcript and notes; work on motion for reconsideration.	2.70
Mar 18/2004	Work on affidavit of Tom Gold regarding Ceuppens; work on brief in support of motion regarding Ceuppens; continue affidavit for Morse; work on supporting documents and arguments.	2.50
Mar 19/2004	Work on pleadings, motions, affidavits and brief.	4.10
Mar 22/2004	Work on pleadings and brief supporting motion for order and dismissal.	2.10
Mar 23/2004	Continue research and preparation of pleadings, motions and briefs.	1.90
Mar 23/2004	Continue work on Brief in support of motion for protective order and sanctions, research; prepare affidavits and pleadings.	6.50

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ALL DATES

Date		Explanation	Hours
Mar 23/2004		Correspondence to Tom Gold; correspondence to Brent Robinson; correspondence to Steve McGrath; correspondence to Paul Rippel.	0.40
Mar 24/2004		Continue work on pleadings, brief supporting motion and affidavits for protective order and sanctions and motion for reconsideration and motion to compel discovery.	1.80
Mar 24/2004		Work on motions to compel.	2.10
Mar 24/2004		Review correspondence from Steve McGrath; transmit correspondence to Tom Gold from Steve McGrath; telephone conference with Tom Gold and Richard Gold.	0.80
Mar 25/2004	RMF	Prepare motions to compel response to discovery, exhibits, and affidavits against Christianne Jan, and corporate parties.	6.60 2.0*
Mar 26/2004	RMF	Continue work on briefs in support of motion for sanctions and to compel, affidavits and other pleadings; email from Tom regarding motion for sanctions; email Tom and Richard with all documents; prepare exhibits for motion to compel; review Vreeken depositions for memorandum.	8.10 2.0*
Mar 26/2004		Telephone conferences with Tom Gold and Richard Gold; review and revise Motion and pleadings on Motion to Compel.	0.70
Mar 27/2004		Work on pleadings.	1.30
Mar 29/2004		Work on pleadings and motions; review amendments to affidavit and brief suggested by Tom March 26; revise documents in accordance with Tom's revisions; email revised documents regarding Ceuppens motion to Tom for review.	1.10
Mar 29/2004		Work on pleadings; telephone conference with Tom and Richard regarding modifications and execution of affidavits in California; prepare Fax affidavit documents to Tom in California.	1.40
Mar 29/2004		Modify and revise documents; fax copies of Tom's Affidavits to California for review and execution.	0.80
Mar 29/2004		Telephone conference with Tom Gold and Richard Gold.	0.10
Mar 30/2004		Receipt and review comments from Tom on brief in support of motion to reconsider; work to finalizes changes to briefs, motions and affidavits involving motion to reconsider, to compel, and for protective order regarding Ceuppens testimony; review EIEDC matter and documents necessary to prepare settlement and assignment documents.	8.60
Mar 31/2004	RMF	Prepare motion for sanctions against Christianne for failure to appear at Deposition and affidavit in support of motion.	4.80 2.0*
Mar 31/2004		Work on compiling various motions and documents and exhibits for filing with court	3.40
Mar 31/2004		Review and revise documentation on motion to compel and motion for reconsideration.	0.30
Apr 1/2004		Work on pleadings and discovery.	5.90
Apr 2/2004		Continue to work on discovery matters.	0.30
Apr 6/2004	CAH	Telephone conferences with client; telephone conference with attorney Paul Rippel on scheduling of hearings.	0.50 .2*

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ALL DATES

Date	Explanation	Hours
Apr 7/2004	CAH Telephone conferences with Paul Rippel on scheduling of hearing; telephone call to Brent Robinson on scheduling of hearing.	0.60 .3*
Apr 8/2004	CAH Telephone conference with client; telephone conferences with Brent Robinson and Paul Rippel pertaining to scheduling of hearing on motions to compel.	0.50 .2*
Apr 8/2004	RMF Work on issues involving timing and re-scheduling of motions.	0.40 .2*
Apr 9/2004	RMF Contact Shindurling's office regarding hearings; telephone conferences with clerks; prepare notices of hearing and notice of amended hearing separating matters to hearing on 5-3; work on motions and file.	2.60 1.3*
Apr 12/2004	Work on discovery matters; review Robinson pleadings; contact court regarding hearing and telephonic capabilities for tomorrow hearing; telephone conference with Robinson's office; research for hearing on Ceuppens matter.	2.40
Apr 12/2004	CAH Telephone conference with Tom Gold and Richard Gold; prepare for oral argument on motion to compel.	2.10 1.0*
Apr 13/2004	Draft orders for consent and release for Ceuppens to testify and for amendment of discovery cut-off; work on affidavits and pleadings.	4.20
Apr 13/2004	CAH Appear at court hearing on Motion for Sanctions; intra-office conference pertaining to preparation of Order on Motion for Sanctions; telephone conference with Tom Gold and Richard Gold pertaining to hearing on Motion to Compel.	1.80 .9*
Apr 14/2004	Draft transmittal letter to Robinson and Rippel; work on pleadings; email proposed order to Tom and Richard for review; telephone conference with Tom regarding proposed order.	1.80
Apr 14/2004	Review and revise Order on Motion for Sanctions; telephone conference with Tom Gold.	1.90
Apr 15/2004	Work on motions and preparation of orders relating to upcoming hearings.	2.90
Apr 16/2004	Work on scheduling issues relating to hearings; communications with Tom regarding orders.	1.50
Apr 21/2004	Telephone conference with Tom Gold pertaining to revisions to EIEDC agreement; telephone conference with Steve McGrath.	1.20
Apr 26/2004	Telephone conferences with Tom Gold and Richard Gold.	0.30
Apr 27/2004	Telephone call to Steve McGrath.	0.20
Apr 28/2004	Telephone call to Brent Robinson.	0.10
Apr 29/2004	Contact court regarding status of orders; prepare matters for hearing; telephone conference with Richard regarding hearing and order regarding Ceuppens; email proposed Order relating to Ceuppens.	3.10
Apr 30/2004	CAH Review file to prepare for hearings on motion to compel; telephone conference with Brent Robinson.	0.40 .2*
May 1/2004	CAH Complete review of file and compile documentation and prepare arguments on motion to compel and motion for sanctions.	2.80 *
May 3/2004	Work on orders.	0.30

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ALL DATES

Date		Explanation	Hours
May 3/2004	CAH	Continued preparation for argument; appear before court and present oral argument on motion for sanctions and motion to compel.	1.90 .9*
May 4/2004	RMF	Telephone conference with Tom regarding status of orders from judge Shindurling.	0.40 .2*
May 4/2004		Telephone conference with Tom Gold and Richard Gold to discuss.	0.30
May 5/2004		Work on consent and release; modify necessary signatures; email Tom and Ditvoorst; contact court regarding signed order.	1.50
May 5/2004		Intra-office conference to review revisions to consent and release executed by Lockwood entities.	0.20
May 5/2004		Continue work on consent and correspondence with Robinson; email from Golds.	1.30
May 6/2004		Continue work on consent and release; draft letter to Robinson; email to Golds for review.	0.80
May 6/2004		Review and revise consent agreement to be executed by Vreeken; revise correspondence to Brent Robinson.	0.30
May 12/2004		Receipt and review Order for Ceuppens' testimony; Dictate letter for Robinson and Rippel; scan Order to send to Golds; work on Moore affidavit.	1.10
May 12/2004		Email order to Tom.	0.10
May 12/2004	CAH	Review amended Order setting pretrial conference.	0.20 .1*
May 13/2004		Review and revise email from Ditvoorst; work on affidavit and pleadings.	0.60
May 19/2004		Telephone conferences with Richard Gold.	0.40
May 21/2004		Telephone conferences with Tom Gold and Richard Gold; telephone conference with Brent Robinson; compile all discovery documentation to provide to Golds; review pre-trial order and schedule dates.	3.10
May 25/2004		Telephone conferences with Tom Gold and Richard Gold; telephone conference to Mr. Ditvoorst pertaining to Ceupens matter.	0.40
May 31/2004		Work on lien information and Morse communications.	0.50
Jun 14/2004	CAH	Work on setting up depositions for Christianne Vreeken.	0.30 *
Jun 15/2004		Telephone conference with Tom Gold and Richard Gold.	0.30
Jun 16/2004		Telephone conferences with Tom Gold and Richard Gold.	0.40
Jun 30/2004	CAH	Correspondence to Mr. Ditvoorst; compile all discovery documentation and transmit discovery documentation to client; review correspondence and miscellaneous documentation on depositions; work on preparing for deposition of Christianne Vreeken.	3.30 1.6*
Jul 1/2004	CAH	Telephone conferences with Paul Rippel; telephone conferences with Tom Gold.	0.50 .2*
Jul 2/2004	CAH	Telephone conferences with Richard Gold; telephone conferences with Paul Rippel pertaining to scheduling of Christianne Vreeken's deposition.	0.70 *
Jul 6/2004		Review correspondence from Brent Robinson pertaining to discovery; telephone call to Brent Robinson.	0.40

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Time Listing

ALL DATES

Date		Explanation	Hours
Jul 19/2004	RMF	Prepare amended notice of deposition; prepare modifications to exhibit for deposition; prepare transmittal; contact and confirm court reporters for dates of scheduled depositions; prepare letter to Robinson regarding Christianne.	3.20 *
Jul 21/2004	CAH	Review and revise notice of deposition for Christianne Vreeken.	0.10 *
Jul 21/2004		Review discovery inquiries and responses; prepare and Fax document request to Robinson.	2.40
Jul 26/2004		Robinson letter regarding Christianne materials.	0.10
Jul 26/2004	CAH	Correspondence to Tom Gold and Richard Gold pertaining to time for deposition of Christianne Vreeken.	0.30 *
Jul 28/2004		Review Robinson letter issues.	0.20
Jul 29/2004	CAH	Telephone conference with Paul Rippel.	0.30 *
Jul 30/2004	RMF	Review file and pleadings relative to Christianne Vreeken.	0.30 *
Aug 3/2004	CAH	Telephone conferences with Tom Gold and Richard Gold pertaining to scheduling of deposition of Christianne Vreeken and other matters.	0.40 *
Aug 11/2004	CAH	Telephone conference with Paul Rippel.	0.10 *
Aug 23/2004	CAH	Telephone conference with Tom Gold and Richard Gold; telephone call to Paul Rippel.	0.70 .3*
Aug 26/2004	CAH	Telephone conferences with Paul Rippel and Richard Gold to establish time for deposition of Christianne Vreeken.	0.60 *
Aug 26/2004	RMF	Telephone conference with rescheduling deposition for Christianne and others; contact court reporters.	0.20 *
Aug 27/2004	RMF	Prepare third amended notice of deposition.	0.30 *
Sep 1/2004	CAH	Telephone conference with Tom Gold and Richard Gold pertaining to discovery requirements on deposition of Christianne Vreeken.	0.70 *
Sep 8/2004		Telephone conferences with attorney Brent Robinson.	0.20
Sep 13/2004	CAH	Telephone call to Paul Rippel.	0.10 *
Sep 13/2004		Work on discovery issues.	0.60
Sep 14/2004	CAH	Telephone conference with Paul Rippel pertaining to deposition matters; telephone call to Brent Robinson pertaining to discovery matters.	0.50 .2*
Sep 14/2004	RMF	Work on motion to compel and issues prior to depositions.	1.60 *
Sep 15/2004	CAH	Telephone conference with Brent Robinson; telephone conference with Paul Rippel pertaining to Christianne Vreeken deposition; telephone conference with Richard Gold and Tom Gold; intra-office conference pertaining to filing motion to dismiss on Christianne Vreeken claim.	2.10 *
Sep 15/2004	RMF	Review discovery file and issues regarding deposition for Christianne Vreeken; prepare motion to compel; affidavit to compel discovery; schedule motion; contact opposing counsel.	5.80 *
Sep 16/2004	CAH	Telephone conferences with Tom Gold and Richard Gold pertaining to motion to dismiss claim of Christianne Vreeken.	0.60 *
Sep 16/2004	RMF	Work on motions to compel personal appearance for deposition by Christianne Vreeken; work on affidavit in support of motions and research.	6.30 *

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ALL DATES

Date		Explanation	Hours
Sep 17/2004	RMF	Continue draft of motion and affidavit in support of motion to compel appearance of Christianne Vreeken and brief in support of motion.	3.20 *
Sep 17/2004		Telephone conference with Tom Gold.	0.20
Sep 20/2004	RMF	Work on motions to compel.	2.10 *
Sep 21/2004	RMF	Work on brief and research.	2.60 *
Sep 23/2004	RMF	Research motion to compel Christianne Vreeken.	1.60 *
Sep 24/2004	RMF	Research; work on notice of hearing, motion, affidavit and brief in support of motion for sanctions against Christianne Vreeken.	8.00 *
Sep 26/2004	RMF	Research and draft brief in support of motion for sanctions against Christianne Vreeken.	2.50 *
Sep 27/2004	RMF	Prepare email to Golds sending affidavit and motion for sanctions against Christianne Vreeken; telephone conference with Tom regarding motion and hearing; compile all exhibits for affidavit in support of sanctions against Christianne Vreeken; complete draft of Brief in support of motion for sanctions; email notice of hearing and brief to Golds for review.	7.90 *
Sep 27/2004	CAH	Telephone conferences with Tom Gold and Richard Gold; review and revise motion, affidavit and briefs on motion to dismiss Christianne Vreeken claim for failure to appear at deposition.	0.80 *
Sep 28/2004	CAH	Telephone conference with Tom Gold pertaining to motion for sanctions against Christianne Vreeken.	0.30 *
Sep 28/2004	RMF	Continue work on discovery motion and brief; contact court for available hearing dates.	3.10 *
Sep 30/2004	RMF	Research on motion.	1.20 *
Oct 1/2004	RMF	Research for modified draft of brief regarding Christianne Vreeken and motion to compel.	2.30 *
Oct 4/2004	CAH	Review correspondence from Tom Gold; telephone conference with Tom Gold pertaining to Motion for Sanctions against Christianne Vreeken.	0.50 *
Oct 4/2004	RMF	Work on brief; telephone conference with Tom Gold and Richard Gold regarding comments to brief and current issues and status.	3.40 *
Oct 5/2004		Work on discovery issues.	0.60
Oct 5/2004	RMF	Continue work on research on issues for motion to compel Christianne Vreeken.	1.10 *
Oct 6/2004	RMF	Research issues relating to Christianne Vreeken motion.	3.40 *
Oct 7/2004		Review discovery responses received from Brent Robinson.	0.30
Oct 7/2004	RMF	Research brief in support of motion for sanctions against Christianne Vreeken; review prior pleadings of court for brief; review prior responses to discovery.	3.60 1.8*
Oct 8/2004	CAH	Telephone conference with Tom Gold; intra-office conference pertaining to preparing motion for sanctions and additional discovery pleadings.	0.60 *
Oct 8/2004		Telephone conference with Tom regarding discovery issues; work on discovery for Lockwood regarding early accounts; research and work on Christianne Vreeken brief.	3.20

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ALL DATES

Date		Explanation	Hours
Oct 11/2004		Work on LPC discovery issues.	1.00
Oct 12/2004	RMF	Research and work on draft of brief in support of motion for sanctions against Christianne Vreeken for failure to appear at deposition; work on draft discovery for LPC.	5.70 *
Oct 13/2004	RMF	Work on draft of brief in support of motion for sanctions against Christianne Vreeken, motion for sanctions, affidavit in support of motion for sanctions; work on fifth request for production to LPC; Prepare email correspondence to Tom and Richard attaching drafts of brief and fifth request for production.	2.50 1.0*
Oct 13/2004		Continue work on discovery matters.	0.50
Oct 13/2004	CAH	Review and revise brief on motion for sanctions against Christianne Vreeken.	0.90 *
Oct 14/2004			0.50
Oct 14/2004	RMF	Continue work on brief and affidavit for motion for sanctions against Christianne Vreeken; review depositions of Jan Vreeken and Melanie Harris and Deposition exhibits for inclusion in Affidavit; modify Affidavit, Motion and Notice of Hearing; prepare for scanning documents.	5.20 *
Oct 14/2004	RMF	Prepare documents to be served tomorrow; copies; correspondence; scan into pdf file; email copy of Christianne Vreeken Motion for Sanctions to Tom and Richard.	2.30 *
Oct 14/2004	CAH	Telephone conference with Tom Gold and Richard Gold; review and revise motion to compel; review discovery requests for production of documents.	0.80 *
Oct 15/2004		Finalize and file/serve/email motion against Christianne Vreeken; receipt and review of proposed modifications to fifth requests for production against LPC; prepare and serve Fifth Requests for Production of LPC.	3.80
Oct 18/2004		Work on discovery issues.	0.60
Oct 18/2004		Review discovery pleadings.	0.10
Oct 19/2004		Work on discovery issues; review prior responses.	1.30
Oct 27/2004		Telephone conferences with Tom Gold and Richard Gold; telephone conference with Paul Rippel.	1.40
Oct 28/2004	CAH	Several telephone conferences with Tom Gold and Richard Gold and Paul Rippel pertaining to negotiations on Christianne Vreeken matter; work on preparing settlement agreement on possible settlement with Christianne Vreeken.	2.40 *
Oct 28/2004	RMF	Telephone conference with Shindurling's clerk regarding rescheduling hearing; work issues; research and draft Motion and memo to strike Affidavit of Jan Vreeken; draft proposed settlement between Christianne Vreeken and Golds.	8.30 *
Oct 29/2004	CAH	Several telephone conferences with Tom Gold and Richard Gold on negotiations with Christianne Vreeken; telephone conferences with Paul Rippel; emails to Tom Gold and Richard Gold.	3.00 *
Oct 29/2004	RMF	Continue work on motion to strike and agreement.	1.30 *
Nov 1/2004	CAH	Review file and prepare for oral argument on motion for sanctions against Christianne Vreeken; appear at hearing and present oral argument; telephone conferences with Tom Gold and Richard Gold.	5.80 *

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Date	Explanation	Hours
Nov 2/2004	Telephone conference with Richard Gold.	0.20
Nov 3/2004	Telephone conferences with Tom Gold and Richard Gold; intra-office conference to discuss possible claim against Christianne Vreeken.	1.60
Nov 4/2004	Correspondence to Brent Robinson pertaining to objection filed by Lockwood on request for production of documents.	0.30
Nov 9/2004	Correspondence to Paul Rippel on Lockwood's request for production of Bank of Idaho documents.	0.20
Nov 22/2004	Receipt and review emails and documents related to request for letters rogatory from local court to be used in The Netherlands.	2.60

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DISTRICT 7TH JUDICIAL COURT
BONNEVILLE, UTAH 84010

5 FEB 14 P3:52

Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Drive, Suite 200
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

Attorneys for Defendant Thomas R. Gold and
for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

MOTION FOR SUMMARY JUDGMENT
TO BE ENTERED ON BEHALF OF
THOMAS R. GOLD, RICHARD L. GOLD
AND TOMAC PACKAGING, INC.

THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.

THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

COMES NOW, the CrossClaimants, Thomas R. Gold ("TR Gold"), Richard L. Gold ("RL Gold") and Tomac Packaging, Inc., a Massachusetts corporation ("Tomac"), by and through counsel of record and hereby request that the court enter, pursuant to Rule 56 of the Idaho Rules of Civil Procedure, summary judgment in favor of such parties against the following parties ("CrossDefendants"): Lockwood Engineering, B.V., a Netherlands corporation ("LEBV"), Gerbroeders Meijer Belegging, B.V., a Netherlands corporation ("GMBBV"), Jan Vreeken ("Vreeken"), Lockwood Packaging Corporation, a Delaware corporation ("LPC") and Lockwood Packaging Corporation Idaho, an Idaho corporation ("LPC Idaho"). CrossClaimants request summary judgment for the reason that there are no genuine issues as to any material fact and CrossClaimants are entitled to judgment as a matter of law.

CrossClaimants request that by summary judgment the court enter its judgment, order and decree providing for the following:

1. That the Counterclaim and CrossClaim filed by the CrossDefendants against CrossClaimants be dismissed with prejudice.

2. Declaratory judgment finding the following:

a. That LEBV, LPC and LPC Idaho are indebted to TR Gold on the Pay Out Debt referred to in the Confidential Memorandum of Understanding entered into between the parties (the "Settlement Agreement") in the amount of \$507,519.45, plus interest accruing thereon at the rate of \$36.99 per day from February 14, 2005, to the date of entry of judgment and at the judgment rate of interest thereafter.

b. That LEBV, LPC and LPC Idaho are indebted to RL Gold on the Pay Out Debt referred to in the Settlement Agreement in the amount of \$112,782.10, plus interest accruing thereon at the rate of \$8.22 per day from February 14, 2005, to the date of entry of judgment and at the judgment rate of interest thereafter.

c. That LPC and LPC Idaho are indebted to reimburse RL Gold for the following amounts paid by RL Gold on behalf of such parties: (i) credit charges in the amount of \$33,573.71, plus interest accruing thereon at the 12% per annum legal rate of interest to the date of entry of judgment and at the judgment rate of interest thereafter, and (ii) rent paid on the Woburn Massachusetts business facility in the amount of \$6,903.67, plus interest accruing thereon at the 12% per annum legal rate of interest to the date of entry of judgment and at the judgment rate of interest thereafter.

d. That Vreeken, LEBV, LPC and LPC Idaho are jointly and severally obligated to pay to RL Gold the amount of \$52,724.67, plus interest accruing thereon at the 12% per annum legal rate of interest to the date of entry of judgment and at the judgment rate of interest thereafter as reimbursement for interest amounts paid by RL Gold on the Citizens Bank loan and to pay to RL Gold the amount of \$217,710.86, plus interest accruing thereon at the rate of \$39.12 per day from and after February 14, 2005, to be used by RL Gold to pay off the Citizens Bank loan.

e. That Vreeken, LEBV, LPC and LPC Idaho are jointly and severally obligated to indemnify and reimburse CrossClaimants for any and all damages and expenses CrossClaimants may incur or have incurred as a result of such parties having failed to obtain the release of CrossClaimants from the amount due and owing on the Citizens Bank loan and the Eastern Idaho Economic Development Council ("EIEDC") loan which EIEDC loan now been reduced to judgment.

f. That Vreeken, LEBV, LPC and LPC Idaho are jointly and severally obligated to pay to TR Gold the amount of \$252,925.01 together with interest accruing thereon at the judgment rate of interest from and after February 19, 2004, until paid to be used by TR Gold to pay off the Judgment and Amended Judgment obtained by EIEDC against TR Gold.

g. That LPC and LPC Idaho are required to make annual payments to TR Gold in an amount equal to 25% of their respective net profits in accordance with GAAP until such time as the aggregate amount of such payments reaches \$100,000.00.

h. That LEBV, GMBBV and Vreeken have no liens and/or security interest in the assets of LPC Idaho; that GMBBV and Vreeken have no liens and/or security interests in the assets of LPC; and/or that any and all liens and/or security interests claimed by LEBV, GMBBV

and/or Vreeken in the assets of LPC and LPC Idaho are junior and inferior to the security interest held by CrossClaimants in the assets of LPC and LPC Idaho.

i. That CrossClaimants have a valid and enforceable security interest against all assets of LPC and LPC Idaho, superior in priority to any interest of CrossDefendants.

j. That CrossDefendants have violated their obligations under Section 2j. of the Settlement Agreement by transferring substantially all of the machinery and equipment of LPC Idaho to Telford Corporation, an Idaho corporation, allegedly owned by Christianne Vreeken, the daughter of Vreeken.

2. Entry of a money judgment providing for joint and several liability for the following:

a. That LEBV, LPC and LPC Idaho pay to TR Gold on the Pay Out Debt referred to in the Settlement Agreement the amount of \$507,519.45, plus interest accruing thereon at the rate of \$36.99 per day from February 14, 2005, to the date of entry of judgment and at the judgment rate of interest thereafter.

b. That LEBV, LPC and LPC Idaho pay to RL Gold on the Pay Out Debt referred to in the Settlement Agreement the amount of \$112,782.10, plus interest accruing thereon at the rate of \$8.22 per day from February 14, 2005, to the date of entry of judgment and at the judgment rate of interest thereafter.

c. That LPC and LPC Idaho pay to RL Gold the principal amount of \$35,573.71 as reimbursement for credit card charges paid by RL Gold and the principal amount of \$6,903.67 as reimbursement for rental charges paid by RL Gold, plus interest accruing thereon at the 12% per

annum legal rate of interest until the date of entry of judgment and at the judgment rate of interest thereafter.

d. That Vreeken, LEBV, LPC and LPC Idaho pay to RL Gold the principal amount of \$52,724.67, plus interest accruing thereon at the 12% per annum legal rate of interest to the date of entry of judgment and at the judgment rate of interest thereafter as reimbursement for interest payments by RL Gold on the Citizens Bank loan and that such parties in addition pay to RL Gold the principal amount of \$217,710.86, plus interest accruing thereon at the interest rate of \$39.12 per day from and after February 14, 2005, to date of entry of judgment and at the judgment rate of interest thereafter to be used by RL Gold to pay off the Citizens Bank loan.

e. That Vreeken, LEBV, LPC and LPC Idaho pay to TR Gold the amount of \$252,925.01, plus interest accruing thereon at the judgment rate of interest from February 19, 2004, until paid to be used by TR Gold to pay off the Judgment and Amended Judgment obtained against TR Gold by EIEDC.

3. A Writ of Possession be issued to allow CrossClaimants to obtain possession of the assets of LPC and LPC Idaho in order to foreclose the security interest held by CrossClaimants in such assets.


This motion is based upon the following:

1. Memorandum in Support of CrossClaimants Motion for Summary Judgment filed contemporaneous herewith.

2. Affidavits of Charles A. Homer, Thomas R. Gold and Richard L. Gold filed in support of this Motion for Summary Judgment.

3. All other pleadings, documents, exhibits and materials presently in the court file.

Dated this 14th day of February, 2005.



Charles A. Homer, Esq.

HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED: **MOTION FOR SUMMARY JUDGMENT TO BE ENTERED
ON BEHALF OF THOMAS R. GOLD, RICHARD L. GOLD
AND TOMAC PACKAGING, INC.**

ATTORNEYS SERVED:

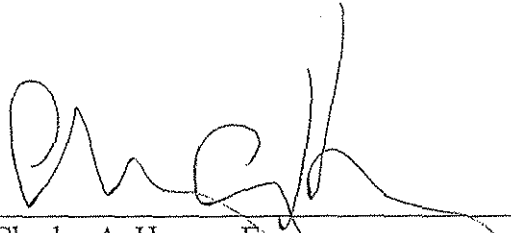
Brent T. Robinson
LING & ROBINSON
Post Office Box 396
Rupert, Idaho 83350-0396
208-436-6804

☒ First Class Mail
☐ Hand Delivery
☐ Facsimile
☐ Certified

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
Post Office Box 51219
Idaho Falls, ID 83405-1219
208-523-4474

☐ First Class Mail
☒ Hand Delivery
☐ Facsimile
☐ Certified

Dated: 2/14/05



Charles A. Homer, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

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Charles A. Homer, Esq. (ISB No. 1630)
Robert M. Follett, Esq. (ISB No. 3856)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Drive, Suite 200
P. O. Box 50130
Idaho Falls, Idaho 83405-0130
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

DISTRICT 7TH JUDICIAL COURT
BONNEVILLE, IDAHO

5 FEB 14 P3:52

Attorneys for Defendant Thomas R. Gold and
for Third Party Plaintiffs Richard L. Gold and Tomac Packaging, Inc.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

CHRISTIANNE VREEKEN,

Plaintiff,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; JAN VREEKEN, an individual,
and THOMAS R. GOLD, an individual,

Defendants.

CASE NO. CV-01-2279

AFFIDAVIT OF CHARLES A. HOMER IN
SUPPORT OF MOTION FOR SUMMARY
JUDGMENT

THOMAS R. GOLD, an individual,

CrossClaimant,

vs.

LOCKWOOD ENGINEERING, B.V., a
Netherlands corporation; GERBROEDERS
MEIJER BELEGGING, B.V., a Netherlands
corporation; and JAN VREEKEN, an
individual,

CrossDefendants.

THOMAS R. GOLD, an individual,
RICHARD L. GOLD, an individual, and
TOMAC PACKAGING, INC., a
Massachusetts corporation,

CrossClaimant and Third
Party Plaintiffs,

vs.

LOCKWOOD PACKAGING
CORPORATION, a Delaware corporation
("LPC"); and LOCKWOOD PACKAGING
CORPORATION IDAHO, an Idaho
corporation ("LPC Idaho"),

Third Party Defendants.

STATE OF IDAHO)
)ss
County of Bonneville)

Charles A. Homer, Affiant, being first duly sworn on oath, deposes and says:

1. I am attorney with the law firm of Holden, Kidwell, Hahn & Crapo, P.L.L.C., and an attorney of record in the above entitled matter representing Thomas R. Gold, Richard L. Gold and Tomac Packaging, Inc.

2. This Affidavit is made on my personal knowledge and from my review of the pleadings and depositions taken in this action.

3. On January 8, 2002 and on September 4, 2003, I participated in taking the deposition of Jan Vreeken. Attached hereto as Exhibit A are true and correct copies of the following pages

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from the transcript of such depositions of Jan Vreeken: pages 16, 18, 19, 20, 83, 84, 85, 86, 87, 89, 148, 149, 174, 175, 176, 259, 260 and 261.

4. On September 8, 2003, I participated in taking a deposition of Melanie Harris who testified that she was at that time a bookkeeper for Lockwood Packaging Corporation Idaho. She also testified pertaining to the transfer of certain assets from Lockwood Packaging Corporation Idaho to Telford CWW. Attached hereto as Exhibit B are true and correct copies of the following pages from the transcript of the deposition of Melanie Harris which refer to the transfer of assets from Lockwood Packaging Corporation Idaho to Telford CWW: Pages 41, 42, 43, 44, 49, 53 and 58.

5. Also attached hereto as Exhibit C is a copy of documentation provided to me by Brent T. Robinson in response to request for production of documents submitted to Mr. Robinson. Such documentation refers to the transfer of assets from Lockwood Packaging Corporation Idaho to Telford CWW.

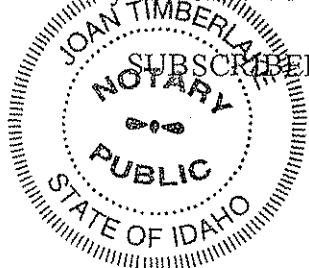
6. On January 31, 2005, I participated in taking the deposition of John Teti. Attached hereto as Exhibit D are true and correct copies of the following pages from the transcript of the deposition of John Teti: pages 4-25 and 31-38.

Dated this 14th day of February, 2005.




Charles A. Homer

STATE OF IDAHO)
)ss
County of Blaineville)



SUBSCRIBED AND SWORN TO before me this 14th day of February, 2005.



Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 9/17/07

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the following described pleading or document on the attorneys listed below by hand delivering, by mailing or by facsimile, with the correct postage thereon, a true and correct copy thereof.

DOCUMENT SERVED: AFFIDAVIT OF CHARLES A. HOMER IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

ATTORNEYS SERVED:


Brent T. Robinson
LING & ROBINSON
Post Office Box 396
Rupert, Idaho 83350-0396

☒ First Class Mail
☐ Hand Delivery
☐ Facsimile
☐ Certified

Paul B. Rippel
Hopkins Roden Crockett Hansen
& Hoopes, PLLC
428 Park Ave
Post Office Box 51219
Idaho Falls, Idaho 83405-1219

☐ First Class Mail
☒ Hand Delivery
☐ Facsimile
☐ Certified

Dated: 2/14/05



Charles A. Homer, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

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JANUARY 8, 2002

JAN C. VREEKEN

Page 13

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1 ownership and management of a lot of the companies that are
2 involved in this litigation, and I'll start first with
3 Gerbroeders Meijer. Am I pronouncing that close enough?
4 A I understand what you say.
5 Q First could you tell me what type of business
6 that is, generally the nature of the business operations?
7 A Which company are you referring to?
8 Q Gerbroeders Meijer.
9 A Which company?
10 Q Okay. It's my understanding that there is a
11 company called Gerbroeders Meijer which is a parent company,
12 I believe, to Lockwood Engineering. You'll have to --
13 A You're still not correct.
14 Q Okay. There is a company that is a defendant in
15 the Bank of Idaho lawsuit called Gerbroeders Meijer, and I
16 can show you the wording. Does that help? (Indicating)
17 A Well, this company is the parent company.
18 Q Okay. Tell me specifically the name of that
19 company if you can?
20 A Gerbroeders Meijer Belegging.
21 Q Now, apparently there's another company called
22 Gerbroeders Meijer, also?
23 A No.
24 Q Okay. So when I refer to, in the course of this
25 deposition, Gerbroeders Meijer, can it be understood this is

1 company? I mean, are we talking five or six or --
2 A I guess restate your question, because I cannot
3 answer your question.
4 Q Okay. Who are the current owners of this
5 company?
6 A I can't still give you the answer.
7 Q Can you tell me why you can't give me the answer?
8 A That is up to you, you depose; I don't.
9 Q Does this company have stock issued, does it
10 issue stock the same as we do in American companies?
11 A Mainly the same.
12 Q Do you call it stock or do you call it something
13 else?
14 A Andelan.
15 Q I'm sorry, I didn't understand.
16 A Andelan, a-n-d-e-l-a-n.
17 Q And if an individual owns andelan -- is that
18 close?
19 A It's the Dutch word for stock.
20 Q Okay. The Dutch word for stock. I'm going to
21 use the American word stock, is that okay?
22 A When you refer to andelan, that's okay.
23 Q Okay. And so I'm assuming that for this Dutch
24 corporation the owners of stock are basically the parties
25 that own the company. Is that a correct assumption?

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1 the company that I'm referring to?
2 A I mean, when you say so, that is the only company
3 what you're referring to, and when you say called
4 Gerbroeders Meijer, I agree with that. But when there's
5 something else, there's several companies with the name
6 Gerbroeders Meijer in, but that's something that's only so
7 when you --
8 Q Well, unless we specify otherwise we'll be
9 referring to Gerbroeders Meijer, the parent company.
10 A Okay.
11 Q Is that okay?
12 Now, in regard to Gerbroeders Meijer, the parent
13 company, can you tell me what type of business activity it's
14 engaged in?
15 A Only investment, and of -- in other companies.
16 Q Now, that is a Netherlands corporation, is that
17 correct?
18 A That is correct.
19 Q Has that company qualified to do business in
20 accordance with American laws in any state of the United
21 States?
22 A I don't know. That's a legal question, I cannot
23 answer that.
24 Q Okay. Can you tell me who are the current
25 shareholders or current owners of this company, the parent

1 A Yes.
2 Q Now, how many people own stock that's been issued
3 by Gerbroeders Meijer, the parent company?
4 A One.
5 Q Just one person. Can you tell me who that is?
6 A That's me.
7 Q And how long have you owned that stock?
8 A A little more than twenty-nine years.
9 Q Were you the original owner when the company was
10 formed?
11 A No.
12 Q How long have you been the only owner of the
13 company?
14 A Since I owned the stock, twenty-nine years.
15 Q So since, for the last twenty-nine years you've
16 been the sole owner of stock for the company?
17 A Correct.
18 Q Does this company that you've referred to as the
19 parent company own subsidiaries or an interest in junior
20 companies?
21 A I don't know exactly how the structure is, but
22 they own -- anyhow, but what subsidiary so that the others
23 -- that one subsidiary owns other companies, but I do not --
24 I do not have the structure with me.
25 Q Well, let me ask --

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1 A Yeah, we are in a reorganization, too, so I don't
2 know what is update.
3 Q Well, let me ask specifically in regard to
4 Lockwood Engineering, B.V., a Netherlands company, which is
5 also referred to as a defendant in the Bank of Idaho case --
6 do you see which company I'm referring to?
7 A Yes.
8 Q Now, that's also a Netherlands corporation, is
9 that correct?
10 A That's correct.
11 Q And how many people or companies, individuals or
12 companies, are shareholders of Lockwood Engineering, B.V.?
13 A There will be one company.
14 Q I'm sorry, I didn't understand.
15 A there will be one company.
16 Q The one company. Okay.
17 And what is that one company?
18 A I cannot refer -- I cannot -- I'm not sure about
19 who it is. I can't give you a straight answer on that. As
20 I told you, we are in reorganization and -- for tax reasons.
21 I do not know exactly how it stands.
22 Q It's my understanding that at one point in time
23 the parent company was the sole shareholder of Lockwood
24 Engineering, is that correct?
25 A Which one?

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1 Q The parent company, Gerbroeders Meijer, this one
2 we've been referring to.
3 A I do not think so, but it could be. I can't give
4 you an answer on that.
5 Q Well, let me ask you this, has the ownership of
6 the stock in Lockwood Engineering been changed in the last
7 two years?
8 A No.
9 Q Has it been changed in the last five years to
10 your knowledge?
11 A Could be possible last five years that -- time
12 flies. Could be possible it's changed in the last five
13 years.
14 Q Can you tell me what the change would have been,
15 do you recall?
16 A From my private to the company.
17 Q So it would have been perhaps owned by you
18 individually --
19 A Uh-huh.
20 Q -- and then transferred to the company?
21 A Yes.
22 Q Now, can you tell me this. Whatever company may
23 own the stock of Lockwood Engineering, who are the owners of
24 that company, is it just you?
25 A Yeah. I own the total umbrella.

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1 Q So basically you're the only owner, if you will,
2 that controls Gerbroeders Meijer, the parent company, and
3 also Lockwood Engineering one way or the other?
4 A Would you repeat the question?
5 Q Okay. It's my understanding that you're the sole
6 shareholder of Gerbroeders Meijer, the parent company, is
7 that correct?
8 A That's correct. Yeah, I undersand it. The word
9 in between, I didn't understand that word, controls, or
10 something like that, I missed that.
11 Q And, also, whatever the company is that's the
12 parent company to Lockwood Engineering, you would be the
13 sole shareholder of that company?
14 A Yes.
15 Q But you're not sure whether or not it's
16 Gerbroeders Meijer or another company that may be the parent
17 company?
18 A That's correct.
19 Q Now, in regard to Gerbroeders Meijer, do they
20 have officers and directors similar to what we have --
21 A No.
22 Q -- on United States companies?
23 A No, sir.
24 Q How are they organized as far as management?
25 A With management you can organize the same way in

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1 the States, but what you have here in the States, you have
2 directors and you have officers.
3 Q Yes.
4 A And in Europe we only have one director, and I --
5 and you can have other directors, too, but not by the
6 statute.
7 Q Typically you're saying you may just have one
8 director?
9 A Yeah.
10 Q And for Gerbroeders Meijer, the parent company,
11 are you the sole director?
12 A Yes.
13 Q Now, do you have officers for the company,
14 individuals that run the company?
15 A You cannot compare that legally what is in the
16 States, it's totally else, it makes it easier than it was
17 when here, because the whole legal structure of a Dutch
18 company is totally different than the legal structure in --
19 you need an interpreter to do so.
20 Q Well, tell me just as best you can how a Dutch
21 company is managed, who actually runs the company on the
22 day-to-day operations?
23 A When -- I can give you example. When a Dutch
24 company was managed as an American company then the Golds
25 are total liable for all the mistakes they make, that's how

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Page 83

1 the operation of that company, the Woburn company?
 2 A No, sir. They only want to see the status, but
 3 there was no cooperation from the management at that time to
 4 us. And even they sent me a letter what I have to sign,
 5 that they could -- that they were working for me and -- but
 6 they knew the people, too, and when they were in Holland
 7 they have conversations with them. And when they came to
 8 Woburn I have to authorize them. There was never any
 9 authorization when they were in Holland, so you see how
 10 willing they were to cooperate.
 11 Q Who is Jan Postema?
 12 A That's my financial -- vice president of finance.
 13 Q What company does she work for?
 14 A Gerbroeders Meijer Beheer.
 15 THE REPORTER: What is it?
 16 THE WITNESS: Gerbroeders Meijer Beheer. Beheer,
 17 B-e-h-e-e-r.
 18 Q (By Mr. Homer) And did she do any investigation
 19 on your behalf?
 20 A It's a he. I don't blame you, but you're
 21 accusing me of something -- it's not an it, it's a he.
 22 Q Okay. I'm sorry.
 23 Did she do any investigation?
 24 A He, he.
 25 Q Oh, he. Okay. I apologize.

1 A Ceuppens.
 2 Q Spell that for us, would you, please?
 3 A C -- I do think that's wrong there.
 4 Q C-e-u --
 5 HANS VAN DER SANDE: C-e-u-p-p-e-n-s.
 6 Q (By Mr. Homer) Who is that?
 7 A At that time that was my sales manager and with
 8 financial background at Lockwood Engineering.
 9 Q And did he obtain or provide to you any
 10 information in regard to the Delaware company?
 11 A He tried to do so, but he didn't get a lot of
 12 cooperation from the Golds.
 13 Q Did he try to also obtain information on the
 14 Lockwood Idaho company?
 15 A No, not that I'm aware of anyhow.
 16 THE REPORTER: What?
 17 THE WITNESS: Not that I'm aware of, that he did,
 18 he tried to obtain some information about the Lockwood Idaho
 19 corporation.
 20 Q (By Mr. Homer) Just so I'm clear, are you
 21 telling me that prior to executing the memorandum of
 22 understanding you or your representatives did not review any
 23 financial documents?
 24 A No, sir.
 25 Q You didn't see any?

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1 Did he do any investigation on your behalf
 2 pertaining to the financial --
 3 A At that time, no, he was -- he was just
 4 recovering from cancer operation at that time.
 5 Q So he didn't talk to any representatives of
 6 Lockwood Idaho?
 7 A Not so far as I know. Not with Idaho at all.
 8 That's hundred percent positive.
 9 Q And did he talk to any representatives of
 10 Lockwood Packaging, the Delaware company?
 11 A Possible, but not at that time.
 12 Q Well, prior to the May memorandum of
 13 understanding agreement?
 14 A I can give you an answer on that, why not,
 15 because that may be important. In May when he came over
 16 with me, yeah, I have to have a discussion several times
 17 because he was not able to do so, and I asked him go with me
 18 because you have more knowledge about the financials than I
 19 have, I'm not a financial guy; stay in hotel, I only need
 20 you as a backup. Now, he only could do that, and then he
 21 came home after three days, he slept for one and a half day
 22 in a row, they took out kidneys -- a kidney.
 23 Q He had health problems?
 24 A Yeah, big health problem. They removed a kidney.
 25 Q Who is Jerry C-e-u-p --

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1 A We didn't see them.
 2 Q None were given to you?
 3 A No.
 4 Q Did you ask for them?
 5 A Uh-huh.
 6 Q Did you ask for them several times or just once?
 7 A We asked several times for that, for the
 8 information.
 9 Q How come you were willing to sign the agreement
 10 if you were asking for information that was not given to
 11 you?
 12 A Because I was sick of the whole situation.
 13 Q So is it fair to say you voluntarily signed the
 14 agreement knowing you didn't have all of the information?
 15 A It was one way or the other, or die this way or
 16 try to survive.
 17 Q So is it fair to say that in signing the
 18 agreement you weren't relying on any financial information
 19 pertaining to the company?
 20 A I thought I could rely, but it worked out that I
 21 couldn't rely.
 22 Q Well, what information did you think you were
 23 relying on if you didn't have any?
 24 A Verbal information from Tom Gold.
 25 Q So you didn't have any written information and he

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1 refused to give you written information?

2 A Yeah. What -- when you look back, the only thing
3 that he was doing at that time, with John Teti, the
4 accountant in Woburn -- and they brought over John Stannis,
5 out of Idaho. Later on I learned that the only thing they
6 tried to do together is to try to make a counterclaim
7 against Lockwood Engineering, and that was more important
8 than having accurate numbers, so they were only working for
9 their own purposes and not for the company.

10 Q Those two names you just mentioned, were they
11 people that were working for Lockwood Idaho?

12 A Stannis was from Idaho, and Teti was working for
13 Woburn.

14 THE REPORTER: What was the last name?

15 THE WITNESS: Teti, T-e-t-i, (sic), John Teti.

16 THE REPORTER: John?

17 THE WITNESS: Yeah. And John Stannis. John
18 Stannis was the guy from Idaho.

19 Q (By Mr. Homer) Are you saying they were giving
20 information to you?

21 A No, it was not allowed, not allowed to give any.
22 I asked and asked and asked, and they didn't want to give me
23 any information. It looked like there was a lock on that.

24 Q So you didn't get any written information
25 pertaining to the financial status of Lockwood Idaho?

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1 A That's correct.

2 Q And you didn't get any financial information
3 pertaining to the status of the Delaware company, Lockwood
4 Packaging?

5 A That's correct.

6 Q And so you indicated that you received some
7 information from Tom Gold, is that correct?

8 A Yes.

9 Q And was that all oral discussions?

10 A Yes, sir.

11 Q And who was involved in those discussions?

12 A Tom Gold and I.

13 Q And that's all?

14 A Yes, sir.

15 Q Anybody else present?

16 A No.

17 Q Were these discussions that took place over the
18 phone or were they --

19 A Correct, phone.

20 Q So none of them were face to face?

21 A No.

22 Q Do you have any type of written diaries or other
23 written documentation pertaining to those discussions?

24 A No, sir.

25 Q And so basically all we have is your recollection

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1 and his recollection, is that correct?

2 A And maybe some recollections of somebody else
3 that was present at the meeting -- at the conversation.

4 Q But as far as you're aware, on your side you're
5 not aware of anybody that was present?

6 A On my side I do think there were people present,
7 but I cannot recall now, I cannot give you any names. I
8 know that Jan Postema was involved in some questions, but
9 not in the beginning of 2000 because then he was ill, but
10 earlier.

11 Q Besides the information that was given to you
12 orally by Tom Gold, was there any other information that you
13 relied on given orally to anybody else on your behalf?

14 A Not that I can recall.

15 Q So if I understand it correctly, you executed
16 Exhibit Number Two based on information given to you orally
17 by Tom Gold, is that correct?

18 A Yeah.

19 Q Anything else that you relied upon before you
20 executed that document?

21 A No.

22 Q Now, can you tell me the information that Tom
23 Gold gave you that you were relying upon?

24 A Not at this moment. I have to give it thought.

25 It's not accurate anymore.

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1 Q Well, what I want to find out is to what extent
2 you're going to testify to that information?

3 A Not now. I cannot -- I have to think about it.

4 Q Do you need to take a break?

5 A No, not to take a break. I have to reconsider
6 everything. It will take more than one day. I have to go
7 and see what I have, what I can find in the files, what I
8 have to ask other people and they say, okay, then they say
9 A, then I will be -- maybe I recognize B, so then I can
10 build up something, that's what it is.

11 Q So at the present time --

12 A It's too complex.

13 Q Well, I have plenty of time.

14 A No, it's too complex. I have plenty of time for
15 couple of days, that's fine.

16 Q Are you telling me at the present time you don't
17 have any recollection that you can testify to at the present
18 time?

19 A Not accurate.

20 Q And what are you going to do in order to be able
21 to give me more testimony than you can give me today?

22 A I have to talk with people --

23 Q But these other things --

24 A -- and see what I can find, all kind of
25 information.

1 Q Well, I need to understand, because it's my
2 understanding no one else that you recall -- I shouldn't say
3 that.
4 I believe you indicated someone else may have
5 been listening in. Is that who you're going to talk to?
6 A Yeah.
7 Q And how are you going to determine who it was,
8 are you just going to start asking people?
9 A I can ask people, what do we know about this and
10 what can you tell me, say, okay, I was in that meeting and
11 that was discussed.
12 Q So basically are you saying you'd have to rely on
13 what they remember, but you can't rely on what you remember?
14 A No. It's a mixture. When you want to go -- give
15 you an answer that's an accurate answer.
16 Q I'll ask the question then and you tell me if
17 you're willing to answer it. Can you today as part of this
18 deposition tell me any part or substance of the
19 conversations you had with Tom Gold?
20 A No.
21 Q You can't recall any?
22 A Then we have a lot of conversations. I called
23 every day, so that when you have to bring that in a nutshell
24 I do think that's a little bit difficult.
25 Q Well, you testified earlier that you signed this

1 memorandum of understanding in reliance upon information Tom
2 Gold provided to you orally?
3 A In a big time frame.
4 Q And that was all part of telephone conversations?
5 A Uh-huh.
6 Q And nothing else, just telephone conversation?
7 A I don't say nothing else, but mainly telephone
8 conversation.
9 Q Well, what else would there have been?
10 A Well, maybe there was some written something, but
11 I cannot recall it at the moment. It was -- mainly it was
12 telephone conversations.
13 Q Okay.
14 A We can go on -- I cannot give you an answer, it
15 takes too long, because I have to build up a whole file.
16 MR. ROBINSON: Can we take a break for a minute?
17 MR. HOMER: Sure.
18 (Recess)
19 MR. HOMER: Go back on the record.
20 Q (By Mr. Homer) Before we took a break I had
21 asked a series of questions about, I believe, financial
22 information, Mr. Vreeken, that you had received as part of
23 your due diligence investigation before you signed the
24 memorandum of understanding. Now, I understand that you
25 want to give me some additional information in regard to

1 your answers. Why don't I just give you an opportunity now
2 to tell me what you would like to add?
3 A Jack Schipper and Jerry Ceuppens were advising me
4 and -- were in the States in Woburn in September and
5 December.
6 Q Of 2000?
7 A Well, no, before 2000. '99.
8 Q Okay. In 1999.
9 A It was before the memorandum.
10 Q The memorandum was in May of 2000, I believe.
11 A Yeah, it was before the memorandum.
12 Q And first can you tell me the current address for
13 Jack?
14 A No.
15 Q Do you know where he resides at all?
16 A No -- yeah, somewhere in Asspen.
17 HANS VAN DER SANDE: A-s-s-e-n is the name of --
18 THE WITNESS: Well, he's in our office, so when
19 you want to speak with him you can speak through our office.
20 HANS VAN DER SANDE: He's still an employee.
21 MR. HOMER: Oh, he's still in your employ. All
22 right.
23 Q (By Mr. Homer) And then how about Jerry, do you
24 have a current address for Jerry?
25 A No. He's in Groningen. I don't know the

1 address.
2 THE REPORTER: He's where?
3 THE WITNESS: Gronigen.
4 HANS VAN DER SANDE: G-r-o-n-i-n-g-e-n.
5 Q (By Mr. Homer) And is he still a part of your
6 employ?
7 A No. He's doing insurance or something like that.
8 Q Now, apparently they came twice to Woburn to
9 review documents, is that correct?
10 A Yes. And the first, in September, they had
11 access to files, to data, but they refused to access in
12 December.
13 Q Give me again the months that they came, if you
14 recall?
15 A September, December.
16 Q So in September they were given information, is
17 that correct?
18 A Yes, sir.
19 Q And what information were they given in
20 September, do you know?
21 A Financial information, but I do not know what
22 type, kind of information. You'd have to go to the file,
23 there will be some information there.
24 Q Did they make copies and send that information to
25 you?

1 assuming, Counsel, that you would be objecting to any
 2 questions pertaining to his personal assets, his personal
 3 debts and liabilities, is that correct?
 4 MR. ROBINSON: That's right.
 5 MR. HOMER: And just having that on the record
 6 then I won't pursue those questions simply with the
 7 understanding you're instructing him not to answer?
 8 MR. ROBINSON: That's correct.
 9 Q (By Mr. Homer) Do you know whether or not
 10 Christianne would release the Golds --
 11 A No, --
 12 Q -- if you were to agree to --
 13 A -- I do not know. But knowing her, and she loves
 14 the Golds, I do not think she's willing to do so.
 15 Q Where does she reside now?
 16 A In Holland.
 17 Q I refer now to the Eastern Idaho Economic
 18 Development Council debt. Can you tell me what efforts have
 19 been made to get the Golds released from that obligation?
 20 A A lot, in writing and in verbal.
 21 Q And in writing you indicated you'd offered to pay
 22 a hundred thousand, is that correct?
 23 A Yeah.
 24 Q Anything else?
 25 A My house was involved in that, and my counsel in

1 Boston.
 2 Q Were you involved in any of the verbal
 3 discussions?
 4 A No.
 5 Q So do you know the contents of any of those
 6 discussions?
 7 A No.
 8 Q In regard to the next item, the grant from the
 9 RDA, can you tell me if there's been any action taken to get
 10 them released from that?
 11 A I do not think that the grant is any problem at
 12 the moment. And I never saw a guaranty on the grant.
 13 There's no guaranty on the grant.
 14 Q You have not signed it?
 15 A No. I cannot see -- I cannot find a guaranty on
 16 the grant, and the grant is something else. The grant is a
 17 grant, and you don't have to pay it back, otherwise it's no
 18 grant.
 19 Q The agreement though indicates that if necessary
 20 you would guaranty the loan in order to obtain a release of
 21 the Golds, is that correct?
 22 A Yeah.
 23 Q And are you willing to give a guaranty at the
 24 present time in order to get them released?
 25 A Counsel asked me not to answer.

1 MR. ROBINSON: If we get an overall agreement I
 2 believe we would agree to do what we can to get them
 3 released.
 4 MR. HOMER: If I understand what your answer is,
 5 you're saying it's contingent on full settlement of all the
 6 disputes between the parties?
 7 MR. ROBINSON: That's correct.
 8 Q (By Mr. Homer) And in regard to the last item,
 9 the equipment lease, is that the same thing, you guarantee
 10 that only in connection with a final settlement?
 11 A Yeah.
 12 Q Has there been any action taken previous to now
 13 to try to get them released from those equipment leases?
 14 A So far as I know the Golds didn't have any
 15 problems with that, so we didn't take any action toward
 16 them. The Golds didn't have any problems with that the last
 17 time we had a meeting, so we didn't take any action.
 18 Q Refer now to page six, paragraph 2.j.. It says
 19 there that the Lockwood entities while the payout notes are
 20 outstanding will continue to conduct business operations
 21 through the existing corporations, will not transfer assets
 22 which would affect their ability to pay the notes. Do you
 23 see that language?
 24 A (Examining document) I see the language.
 25 Q Okay. Has Lockwood Packaging --

1 A No.
 2 Q -- complied with that?
 3 A No. We didn't transfer any assets.
 4 Q Okay. So let me make sure I understand the
 5 question. So to the best of your knowledge they have not
 6 breached that provision, --
 7 A Yeah.
 8 Q -- they've complied with it?
 9 A Yeah.
 10 MR. ROBINSON: Are you about done?
 11 MR. HOMER: Let's take a break for a minute and
 12 see. I think we're getting close.
 13 (Recess)
 14 MR. HOMER: Okay. We're back on the record.
 15 Q (By Mr. Homer) Mr. Vreeken, refer now on the
 16 memorandum of understanding agreement to paragraph six.
 17 Just take a minutes and read that paragraph.
 18 A The entire agreement?
 19 Q Yes.
 20 A (Examining document)
 21 (The witness conferred with Hans Van Der Sande)
 22 Q (By Mr. Homer) Now, under that paragraph six it
 23 indicates that this particular document we have in front of
 24 us replaces any prior understandings or agreements. Is that
 25 your understanding?

1 A Yeah.

2 Q Are you aware of any other contracts or
3 agreements between the parties that have been entered into
4 after the execution of this agreement?

5 A No.

6 Q And so as far as any disputes that there may be
7 between the parties, any agreements they have would be set
8 forth in this document, is that correct?

9 A Possibly. It's legal stuff again. You need a
10 legal answer on that.

11 Q But you're not aware of any other agreements that
12 would be applicable to the parties, is that correct?

13 A That's correct.

14 MR. HOMER: I don't have any other questions at
15 this time.

16 MR. ROBINSON: I have no questions.

17 MR. HOMER: That will finish it up.

18 Gentlemen, I'm going to cut you off the phone.
19 I'll call you back in just a little bit.

20 (Thereupon the deposition of JAN C. VREEKEN
21 was adjourned at 4:00 p.m., January 8, 2002)

22

23

24

25

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1 No. 10, insurance premiums, do you know anything
2 about that?
3 A. No.
4 Q. There's one marked No. 11 entitled
5 electric bills. Do you know anything about that?
6 A. No.
7 Q. One marked No. 12, health insurance, do
8 you know anything about that?
9 A. No.
10 Q. In regard to all of these would Hans
11 know anything about them?
12 A. Maybe. You'll have to ask him. I
13 cannot speak for him.
14 Q. But primarily, to your knowledge, Ellen
15 would be the one most knowledgeable?
16 A. I would think so. She had the
17 information.
18 Q. There's a folder entitled ACME Staple.
19 Do you know anything about that?
20 A. No.
21 Q. Let me just mention, on all of these if
22 you need to take any time to look in the folders
23 you're entitled to do so.
24 There's a folder entitled No. 14, Philly
25 Gold health insurance. Do you know anything about

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1 documentation on a regular basis?
2 A. It depends on which documentation. I
3 have to see it and then I can tell you if I reviewed
4 it or not.
5 Q. Tell me generally, what financial
6 reports do you receive on Lockwood Packaging?
7 MR. ROBINSON: Just a second. Object to the
8 form of the question. My objection is I don't think
9 -- are you talking about over 10 years, are you
10 talking about every month, quarterly, annually.
11 MR. HOMER: I'll try to make it more clear.
12 Q. BY MR. HOMER: Let's first talk about
13 the time period from 1998 through the time the
14 memorandum of understanding was signed in May of
15 2000. Did you receive financial information on
16 Lockwood Idaho during that time period of time?
17 A. Almost nothing.
18 Q. Almost nothing. Do you recall anything
19 that you did receive?
20 A. No.
21 Q. Did you receive any type of financial
22 reports?
23 A. The only thing I can tell you I received
24 on the regular basis was the daily report, the daily
25 sales report.

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1 that?
2 A. I have no idea.
3 Q. And you have no testimony in regard to
4 that?
5 There's a folder entitled No. 15,
6 employment security monthly bill. Do you know
7 anything about that?
8 A. No, sir.
9 Q. There's one entitled --
10 MR. ROBINSON: What was that last one?
11 MR. HOMER: It's No. 15, employment security
12 monthly bill.
13 Q. BY MR. HOMER: Folder No. 16 is labeled
14 Richard Gold expenses.
15 A. No, sir.
16 Q. No information on that.
17 Folder No. 17 is entitled Thomas Gold
18 expenses.
19 A. No, sir.
20 Q. No information on that; is that correct?
21 A. That's correct.
22 Q. I've also received in these folders
23 several different folders that refer to accounts
24 payable and accounts receivable of the Lockwood
25 Packaging and Lockwood Idaho. Do you review that

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1 Q. And who prepared that?
2 A. The salespeople or the bookkeeper. I
3 don't know.
4 Q. Did you at one time receive statements
5 in regard to cash in and cash out?
6 A. It's possible.
7 Q. In regard to Lockwood Packaging, what
8 financial information during that time period did you
9 receive on that?
10 A. Lockwood Packaging?
11 Q. Yes.
12 A. In --
13 Q. In Wobum.
14 A. Nothing.
15 Q. So you didn't receive any financial
16 information on that company?
17 A. Not in the time frame you told me, '98
18 to 2000.
19 Q. And did you make any inquiries?
20 A. Yeah.
21 Q. Of who?
22 A. To Tom Gold.
23 Q. To Tom Gold. And so you're indicating
24 that you asked Mr. Gold for financial information and
25 he did not provide it to you?

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1 A. No. I called the officer because I
2 needed statements for my own companies too because
3 it's part of my companies. And I even -- I received
4 at that time -- everything was delayed and delayed
5 and delayed.
6 Q. Now just so I'm clear, are you saying
7 you did not receive any financial information for
8 that time period?
9 A. That's correct.
10 Q. No written documentation that you
11 recall?
12 A. I do think, what I recall, nothing at
13 all, no verbal and nothing written.
14 Q. During this time period let's just
15 narrow it down a little more. During 1998 did you
16 make trips to the United States?
17 A. Yes.
18 Q. And in those trips did you visit -- the
19 Lockwood Packaging business operations at that time,
20 I guess, were in Woburn?
21 A. Yes, sir.
22 Q. And how frequently did that happen
23 in 1998?
24 A. I don't know. I can only guess but I
25 don't think that's fair to guess. It's not a fair

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1 Q. And so during this time period you did
2 receive some financial information from Tom Gold?
3 A. No. He didn't have it either.
4 Q. So he didn't provide any to you?
5 A. No.
6 Q. At that time --
7 A. The only thing, he was complaining that
8 the accounting at that time was a big mess and I know
9 that there was a fight between him and his father to
10 fire the accountant because the reason was that he
11 wasn't doing the job well. That's what I remember.
12 I remember that there's no information.
13 Q. Did you do any inspection of the
14 inventory or equipment that may have been on hand or
15 owned by Lockwood Packaging during 1998?
16 A. I tried but in '98 -- in '99. And then
17 I figured out that there was a mixed feeling from Tom
18 Gold and Richard Gold that I was a creditor and I was
19 a partner. And I saw in a letter, a memo to the
20 people, to be careful with giving information to my
21 people.
22 Q. Now I've seen a letter that has
23 information similar to that that was in January of
24 2000. Are you aware of any letter prior to that
25 time?

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1 statement
2 Q. I mean can you give me any
3 approximation?
4 A. I visited the States, say, on average
5 I'm in the States six times a year. And maybe it was
6 three times in Woburn and four times in -- that I
7 combined a trip here in Idaho but it varies.
8 Q. When you came to Woburn did you review
9 anything in regard to the business operations at that
10 time?
11 A. No, sir.
12 Q. What did you do? Apparently you visited
13 the business. Did you talk to anybody?
14 A. Yeah.
15 Q. Who did you talk to?
16 A. Tom Gold, Richard Gold, the salespeople.
17 Q. And did you ask for any financial
18 information from them?
19 MR. ROBINSON: Referring to '98?
20 MR. HOMER: This is in 1998.
21 Q. BY MR. HOMER: I'll restate the
22 question. Did you ask for any financial information
23 from them?
24 A. Not from the sales people. I do think I
25 asked for it from Tom Gold.

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1 A. I do think that was earlier but I
2 thought it was in December.
3 Q. Are you aware of more than one or was
4 there just one?
5 A. What I saw was only one.
6 Q. So in 1998 you also visited Lockwood
7 Idaho; is that correct?
8 A. Yes, sir.
9 Q. And did you attempt to obtain any
10 financial information from the company, Lockwood
11 Idaho, in 1998?
12 A. Yes.
13 Q. From who?
14 A. Steve Snow.
15 Q. Did you talk to Steve?
16 A. Yeah.
17 Q. And did you ask him to give you
18 information?
19 A. The same -- probably with the accounting
20 program.
21 Q. So you didn't get any information?
22 A. No.
23 Q. But you inquired of Steve Snow?
24 A. Only out of the blue sky, something,
25 nothing accurate at all. Well, what he will say, he

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1 that you offered the personal guarantee of the
2 Citizen's loan?
3 A. I hope so. It must be there.
4 Q. Do you have anything you can show me in
5 that regard?
6 A. Not now but it was already discussed
7 last time.
8 MR. HOMER: Let's go off the record just a
9 minute.
10 (A discussion was held off the record.)
11 Q. BY MR. HOMER: In regard to the Bank of
12 Idaho -- strike that. Let me start over. Besides
13 the Citizen's loan and the Bank of Eastern Idaho
14 obligation that now has been purchased by Christianne
15 and the IDC loan and the RDA or Regional Development
16 loan, are there any other loans out there guaranteed
17 by the Golds for Lockwood Idaho or Lockwood Packaging
18 that have not been paid?
19 A. I don't know.
20 Q. Specifically at one time there was an
21 obligation to Telease that they had guaranteed. Do
22 you know if that's been paid?
23 A. A difference -- off the record.
24 (A discussion was held off the record.)
25 THE WITNESS: Okay. It's still a current

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1 lease.
2 Q. BY MR. HOMER: You're paying the
3 payments on time?
4 A. It's still a current lease. If you pay
5 on time or not, that's not important. It's a current
6 lease and they didn't go after me or nobody, so it
7 should be okay.
8 Q. If I understand when you say it's a
9 current lease, you're saying that there's no default
10 in the payments at the present time?
11 A. That's correct.
12 Q. And the lease is continuing on in the
13 future?
14 A. They didn't give us a default. Maybe we
15 are too late. Maybe we are up front. I don't know.
16 But there was no letter of default.
17 Q. You mentioned earlier in your testimony
18 that you didn't transfer ownership in the entities to
19 Christianne because there was something in this
20 agreement that prevented you from doing that. I
21 haven't been able to find anything in there that says
22 that and I'm wondering if you can refer me to that
23 and you may need to take time to talk to
24 Mr. Robinson.
25 A. I will tell you later that's maybe --

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1 when I read this again, the whole story, I couldn't
2 find it either but I thought it was there.
3 Q. So at the present time you haven't found
4 it in there?
5 A. No. I thought it was there but it
6 wasn't there.
7 Q. This, I believe, will be probably the
8 last question on this document. Referring to page 8,
9 paragraph --
10 MR. ROBINSON: Let's go back off the record
11 for a minute.
12 (A discussion was held off the record.)
13 Q. BY MR. HOMER: Mr. Robinson has referred
14 to some language. Do you want to make an indication
15 as to where that language is just so we have it in
16 the record?
17 A. Are you asking me?
18 MR. ROBINSON: I'll do so for the record.
19 MR. HOMER: Go ahead. That will be fine.
20 MR. ROBINSON: We're looking at -- it's on
21 page 4. It's part of 2A, the second paragraph on
22 page 4. It's a little small cap Roman numerals iii,
23 where it refers to transfer of all or a material
24 portion of the assets or lines of business from
25 Lockwood Packaging Idaho unless it is to a related

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1 entity and provided that the security interest
2 provided therein will continue on such assets.
3 Q. BY MR. HOMER: Let me just indicate just
4 to see if you have any comment on that. The language
5 there only refers to transfer of assets and not
6 anything as far as transfer of stock. Do you
7 understand the difference that I'm talking about?
8 You'll need to give some answer for the record.
9 A. I'm going to show you -- this is assets
10 and that's stock. Stock is paper.
11 Q. I understand. Okay. I'm with you.
12 Refer to page 8, paragraph 6.
13 A. Page 8?
14 Q. The last sentence of paragraph 6 says
15 except as expressly stated or referred to herein
16 there are no other restrictions, promises,
17 representations, warranties, covenants, or
18 undertakings in connection herewith. Do you see that
19 language?
20 A. Uh-huh.
21 Q. Do you understand what that language
22 means?
23 A. I have to read it. Maybe go off the
24 record. Maybe it is easier.
25 (A discussion was held off the record.)

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1 THE WITNESS: I can tell you what I
2 understand.
3 Q. BY MR. HOMER: Okay. Tell me what you
4 understand that means.
5 A. Well, what I understand, it's different
6 documents. This is a different document because
7 there would never be another one so you can do what
8 you want. That's what it says.
9 Q. And then particularly the last sentence
10 of that paragraph?
11 A. I don't understand that.
12 Q. You don't have any interpretation of it
13 at all?
14 A. No. I can ask Hans.
15 (A discussion was held off the record.)
16 Q. BY MR. HOMER: You've conferred with
17 Hans. Now do you understand what that language
18 means?
19 A. Yeah.
20 Q. And what is your understanding?
21 A. I want to say it in Dutch and then I
22 understand what it is. At that time when the
23 contract was made there was no promises,
24 representations, warranties, covenants, or
25 undertakings in connection therewith. That's the way

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1 testimony he could give in this lawsuit pertaining to
2 what's in dispute?
3 A. He could bring to the table the business
4 behavior of the Golds.
5 Q. Are you aware of any specific business
6 behavior?
7 A. No, but he knows.
8 Q. And so you can't tell me what it is he's
9 going to testify to?
10 A. No.
11 Q. Have you talked to him about this
12 matter?
13 A. Yes.
14 Q. And when was that?
15 A. Two years ago.
16 HANS VAN DER SANDE: Last year.
17 THE WITNESS: Last year.
18 Q. BY MR. HOMER: Last year?
19 A. Yeah.
20 Q. Have you talked to him since then?
21 A. No.
22 Q. What business does he operate at the
23 present time?
24 A. Global Protein.
25 Q. Does Lockwood Idaho or Lockwood

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1 I understand. When I translate it in Dutch I know
2 what it means.
3 Q. So is it your understanding that when
4 you signed this agreement you were not receiving any
5 representations or warranties from the Golds?
6 A. Yeah. And they didn't receive anything
7 from me. This is both sides. This goes both ways.
8 This entire agreement, it goes both ways. It's for
9 the Golds and it's for me.
10 Q. Right. No representation or warranties
11 from them to you or from you to them; is that what
12 you're saying?
13 A. That's what I understand.
14 MR. HOMER: Let's take a break.
15 (A recess was taken.)
16 Q. BY MR. HOMER: Back on the record.
17 Mr. Vreeken, I'm looking at the answers to
18 interrogatories that Mr. Robinson provided to us in
19 this lawsuit. And in the lawsuit he was -- or in the
20 interrogatories he was asked to identify people that
21 would have knowledge about this particular dispute.
22 And I want to just refer to some of the people and
23 see if you can tell me what you know.
24 Referring first to Mr. Mark Kierstead,
25 can you tell me if you have any knowledge as to what

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1 Packaging have any current business relationship with
2 Global Protein?
3 A. Not yet.
4 Q. Not yet, does that mean you may in the
5 future but you don't now?
6 A. Not now.
7 Q. Anthony Jabar?
8 A. He's the same company.
9 Q. And what will he testify to, to the best
10 of your knowledge?
11 A. Business relationships.
12 Q. And do you know about those business
13 relationships or again the same thing?
14 A. Same thing.
15 Q. Elsha McGarry is another one. Have you
16 talked to her?
17 A. No.
18 Q. Do you know the reason that she's listed
19 as someone that would have knowledge about --
20 A. She did bookkeeping.
21 Q. Do you know any particular thing that
22 she's going to talk about?
23 A. Taking illegal money out of the company.
24 Q. And so you've received some indication
25 that she has knowledge that there was money illegally

DEPOSITION OF MELANIE HARRIS - 09/08/03

SHEET 13 PAGE 49

1 Q. I assume that's where these assets came
2 from?
3 A. Uh-huh.
4 Q. So if you had a current one today, that
5 would be reduced by about that same amount?
6 A. It was not only reduced, but it was
7 taken to zero because we didn't have any left, and
8 the rest was put into a gain and loss of assets.
9 Q. So at the present time if you were to
10 run me a balance sheet, you would show zero machinery
11 and equipment, or close to zero?
12 A. Close to -- it would be significantly
13 less than what it is now. I don't know what it would
14 actually be.
15 Q. So primarily --
16 A. Because I don't know what this beginning
17 balance would change to over the next few accounting
18 periods leading up to it.
19 Q. But as far as you know all of the
20 machinery and equipment that had any value was
21 transferred over to Christianne?
22 A. Yeah.
23 Q. Except those two items you mentioned
24 that were tied up otherwise?
25 A. Yes.

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1 Q. A couple of vehicles?
2 A. Uh-huh.
3 Q. Now, we also show on this balance sheet
4 \$186,000 in vehicles. Would those have all been
5 transferred to her too?
6 A. No. And also I need to back up just a
7 second. Because machinery and equipment, the
8 EIEDC -- I have to make sure I don't get the -- I get
9 the right creditor with the right act -- came and
10 repossessed several of our assets.
11 Q. They had a sheriff's sale?
12 A. Yes.
13 Q. I'm familiar with that.
14 A. And so machinery and equipment, office
15 furniture and fixtures and vehicles all will need to
16 reflect that. And I'm not sure that this balance
17 sheet does. Because they took almost anything that
18 we hadn't sold in our vehicles prior to that.
19 Because we sold our sales fleet, changed the way that
20 we ran our salesmen's vehicles. Any vehicles that
21 were left other than our two trucks the sheriff came
22 and took, and so their value obviously isn't 186. **836**
23 Q. So at the present time if I was to look
24 at a balance sheet under this category, property and
25 equipment, which now shows a balance of about 300 --

PAGE 51

1 A. Ninety --
2 Q. -- thousand after depreciation, just
3 tell me the items in your balance sheet that you
4 would have that would have value, if you can, that's
5 still there on your books?
6 A. I would say we probably have two
7 vehicles and an automatic sewing machine, because
8 we're still buying it; it's not paid for yet.
9 Q. What's the value of the two vehicles?
10 A. I would say one's probably about --
11 they're both probably around 20,000 apiece.
12 Q. So you have two vehicles. Are there
13 liens on those two vehicles?
14 A. Yes.
15 Q. Who are they with?
16 A. One is with the Bank of Commerce, and
17 the other one is with Ford Credit.
18 Q. And then you have an automatic sewing
19 machine?
20 A. Uh-huh. And it's through what used to
21 be Telease, and it's now Wells Fargo.
22 Q. Was Telease paid off?
23 A. No. No. Wells Fargo assumed it from
24 Telease.
25 Q. What's the balance on that?

PAGE 52

1 A. I don't know. It's due to be over in
2 about --
3 Q. It looks like you only had one or two
4 payments left?
5 A. No. We have -- on the Telease we have
6 about six or seven payments and then a balloon
7 payment at the end of \$12,000.
8 Q. How old is the machine that we're
9 talking about?
10 A. It was purchased before I got there. I
11 don't know.
12 Q. How much is the balloon going to be
13 after the payments are finished, do you know?
14 A. The balloon will be about 12,000 to pay
15 it off. But I think that comes in January -- or
16 February of 2004.
17 Q. And that's all you would really show on
18 your balance sheet for property and equipment at the
19 present time?
20 A. Yeah. I think so. I mean, we have some
21 computers and stuff that would probably show. But
22 they haven't been put on the books yet because in our
23 accounting with Cooper Norman we haven't caught up to
24 that period yet.
25 Q. And everything else was transferred on

DEPOSITION OF MELANIE HARRIS - 09/08/03

SHEET 15 PAGE 57

1 Q. Are you the bookkeeper for Telford also,
2 Telford CWV?
3 A. I've never been officially named as it,
4 but it has always been assumed that I would be doing
5 that.
6 Q. You're going to do the books?
7 A. That's my understanding.
8 Q. And does Telford pay Lockwood for your
9 services; do you know?
10 A. Not unless it's in my original salary,
11 included in my original salary.
12 Q. As far as --
13 A. No, we do not take money from Telford
14 CWV and pay me; we don't.
15 Q. Is that because Lockwood is providing it
16 for free to Telford, or what is that arrangement?
17 A. I don't think it's ever been discussed.
18 Q. As far as you need to get Telford's
19 books put up so you can enter these accounting
20 things, anything else that needs to be done to
21 complete the transaction on the transfer over to
22 Christianne?
23 A. We also need to get the lease payments
24 established and to start making them so that they
25 are -- so it's a legitimate transaction. That's what

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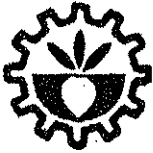
1 payment to him on his due to officer or any of his
2 Lockwood accounts.
3 Q. Do you know anything about the
4 operations of Lockwood Packaging in Hollis?
5 A. No.
6 Q. At the time the Golds and the Vreemens
7 separated they entered into a document we're
8 referring to as the memorandum of understanding.
9 Have you ever seen that document?
10 A. Not that I can recall.
11 Q. So has anyone discussed with you the
12 terms of that document?
13 A. No.
14 Q. We've had some discussion with Bill
15 Windels about the DeLux account and the balance due
16 on that account. Do you know what that kind of
17 balance is?
18 A. We owe them \$15,500 and something.
19 Q. The machinery that was transferred to
20 Christianne, are we talking about 10 items or 50
21 items; is it a big list?
22 A. It's a pretty big list.
23 Q. Is it?
24 A. Uh-huh. And I can pull out -- I mean,
25 it's all invoiced and has supporting documentation

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1 we intended it to be and has always been discussed
2 from the beginning, that we would be making not paper
3 payments but actual payments.
4 Q. As far as you're concerned though those
5 assets right now are not owned by Lockwood Idaho; is
6 that correct?
7 A. The sale -- the invoice has been made
8 and applied. Now, if that legally documents the
9 sale, then they no longer belong to Lockwood.
10 Q. No one has told you anything else has to
11 be done to transfer it, have they, as far as you
12 know?
13 A. Only set up the lease agreements and
14 what we're going to pay her to lease the equipment.
15 Q. Have you talked about this transaction
16 with Christianne?
17 A. No. In fact, I have hardly ever talked
18 to Christianne. And even then I think it was more of
19 a how are you, can I talk to Jan kind of
20 conversation. I've never met her.
21 Q. Have there been any payments to
22 Mr. Vreemen on the amounts owing to him during the
23 time period you've been employed by the company?
24 A. No. Other -- there have been
25 reimbursements of expenses, but there's been no

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1 with it. I made sure I made copies of everything so
2 it was easy to track.
3 Q. So if we request that information from
4 Mr. Robinson, you could provide it to him to give to
5 us the breakdown?
6 A. I could provide that transaction.
7 Q. And that breakdown would show a value
8 per item?
9 A. Uh-huh.
10 Q. And how was that value looked at; was
11 that just the book value you had on the books, or how
12 did you get that?
13 A. I think it was -- I didn't get it. It
14 was provided to me by Terri at Cooper Norman, and I
15 have no idea how she arrived at it.
16 Q. Did that number that she had correspond
17 with the book values that you had?
18 A. No.
19 Q. It was different?
20 A. Yes.
21 Q. Some cases higher, some cases lower, or
22 generally higher?
23 A. It was generally lower than the book
24 value.
25 Q. Are there any major items of equipment



**LOCKWOOD
PACKAGING CORP. - IDAHO**
P.O. BOX 50248
IDAHO FALLS, ID 83405
(208) 522-5282 FAX (208) 529-9203

invoice

INVOICE NUMBER:
16064A

INVOICE DATE:
Jun 26, 2003

PAGE:
1

SOLD TO:

TELFORD CWV

SHIP TO:

CUSTOMER ID		CUSTOMER PO NO		PAYMENT TERMS	
TELFOR				2% 10, Net 30 Days	
SALES REP ID		SHIPPING METHOD		SHIP DATE	
		Lockwood Truck		7/26/03	
QUANTITY	SALES ITEM	DESCRIPTION		BACK ORDER	EXTENSION
		SALE OF MACHINERY & EQUIPMENT TO TELFORD CWV			165,050.00
		SALE OF OFFICE FURN & FIXTURES TO TELFORD CWV			3,725.00
		FOR DETAIL SEE LISTING ATTACHED TO INVOICE			
CHECK NO.					168,775.00
					168,775.00
					168,775.00

JUN-28-2003 THU 02:39 PM

NORMAN

FAX NO. 208521

33

7.02

Lockwood Packaging

	2/28/2003 Book Value	Transferred Value
Initial Purchase		1,000.00
rewinder		2,000.00
infloor baler & pump		2,000.00
sewing machine heads		1,000.00
A-kab sewing machine		1,500.00
Nissan 1700 truck		"
hyster lift truck		100.00
racking		"
sheeter		100.00
glue pots		500.00
(2) snow blower		100.00
vacuum		300.00
lincoln arc welder		25.00
bench grinder		200.00
cutting torch		50.00
drill press		200.00
dock plates		1,500.00
Shrink wrap machine		20,000.00
Automatex		"
Computer	310.48	375.00
Video camera/TV VCR combo	805.34	975.00
Compressor starter - GONE	642.34	775.00
Serger	535.49	650.00
Scale	48,354.85	55,000.00
Automatex PFS-8880-L	1,058.61	1,300.00
Curtis Compressor	57,440.00	45,000.00
Automatex 150999 097	8,822.72	7,500.00
Air compressor Ingersol Rand G791009921 w/ air dryer - OCTMT 024		152,150.00
NOT LISTED:		
Yen Feng China Printing Press		5,000.00
Rocky Mountain Baler & Pump		500.00
Racking		1,000.00
Snow Plow		3,000.00
M16 Wire feed systematics welder		500.00
Safe		500.00
(6) Tool Boxes		1,000.00
Miscellaneous hand tools		1,000.00
(2) wood hand trucks		200.00
(3) ladders (7', 4', 8')		200.00
		16,050.00
Computer 486DX	-	-
(8) Desks	74.97	100.00
(5) File cabinets	12.50	100.00
Telephone system	-	-

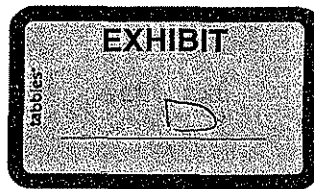
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FAX NO. 20852

P. 03

(11) Chairs	12.50	100.00
Computer	-	-
(4) Laptops	912.48	500.00
System hookup	142.14	200.00
System hookup	82.88	100.00
Total 1650 memory	114.98	150.00
Laptop	344.10	400.00
Service	5.55	-
Computer	221.25	300.00
Couches	1,093.29	1,200.00
Notebook computer - K5 400	294.17	350.00
Laptop computer (Steve's)	185.98	225.00
		<u>3725.00</u>
Delivery truck	-	GONE
Delivery truck	-	GONE
1997 Ford Taurus	-	GONE
1998 GMC Flatbed	-	EIEDC
1999 Ford Ranger	3,378.98	GONE
1999 Freightliner	-	EIEDC
1995 Trailer CD (Lake City)	4,123.29	EIEDC
1998 Taurus	1,947.28	GONE
2000 White F350 Pickup	14,311.16	17,500.00
Ford Taurus - Gold	1,938.43	GONE
Transfer from Woburn	-	-
2002 White Chevy Silverado	10,358.80	15,000.00
	137,330.58	<u>201,275.00</u>
Leasehold Improvements	12,326.10	
	149,656.68	



1 PROCEEDINGS
2 JOHN TETI, first having been
3 duly sworn, deposes and says as follows:
4 DIRECT EXAMINATION BY MR. HOMER
5 Q Mr. Teti, let me just indicate for the record
6 since we will be using your testimony for trial
7 purposes, let me indicate that Mr. Brent
8 Robinson is also present at the present time for
9 this deposition, and Jan Vreeken and Hans Van
10 Der Sande and Tom Gold and Richard Gold are here
11 also.
12 A Okay.
13 Q Just so we're all understanding that we are
14 taking your deposition for the purpose of having
15 your testimony entered as testimony at the
16 trial.
17 A Okay.
18 Q Because of your location and the fact you're not
19 residing in Idaho.
20 A Okay. Yes.
21 Q As I ask you questions if there's anything I ask
22 you that you think I need to clarify further,
23 you don't understand, feel free to let me know,
24 and I'll try to do better.

1 A Okay

2 Q And I'll try to be sure I stop so you can answer

3 and vice versa so we make a good record, okay?

4 A Okay.

5 Q I understand you have had your deposition taken

6 before so you're somewhat familiar with the

7 process?

8 A Yes, I am.

9 Q State your full name and current address.

10 A John Teti at 306 Common Street, Watertown, Mass.

11 Q And take just a moment and tell me what your

12 education is?

13 A Accounting classes and degree from Bentley.

14 And, well, 20 years of accounting experience.

15 Q Is that a Bachelor's degree?

16 A Yes.

17 Q Do you have a CPA certification?

18 A No, I do not.

19 Q Any post-graduate formal education other than

20 the degree from Bentley?

21 A None.

22 Q And primarily what type of work have you had

23 since you graduated from college?

24 A I was accounting supervisor for 14 years for a

1 liquor distributor. I was an accounting
2 supervisor at a bank for a few years. That's
3 pretty much it.
4 Q And then you were hired to come to work for
5 Lockwood Engineering; is that correct?
6 A That is correct.
7 Q And do you recall when that was?
8 A That was about 1998, '99 roughly.
9 Q Now, we have some different entities involved in
10 this lawsuit. And I want to be sure I have them
11 somewhat straight.
12 A Okay.
13 Q Specifically which Lockwood entity were you
14 hired to work for? Do you recall?
15 A Lockwood Packaging.
16 Q Lockwood Packaging. Okay. We have Lockwood
17 Packaging Corporation Idaho, and then we have
18 Lockwood Packaging Corporation a Delaware
19 corporation. Would it be the Delaware
20 corporation?
21 A The Delaware corporation, yes.
22 Q When I refer to Lockwood Engineering that's a
23 Netherlands company. And that would have been

teti.txt

24 incorrect, that's not who you were working for?

7

1 A That's correct.
2 Q So for purposes of this deposition unless we
3 mention Lockwood Idaho it would be Lockwood
4 Packaging the Delaware corporation. Okay?
5 A Okay.
6 Q And otherwise we'll say Lockwood Idaho for the
7 Idaho corporation?
8 A Yes.
9 Q And you were hired to work for Lockwood
10 Packaging?
11 A Correct.
12 Q Who hired you?
13 A Tom Gold.
14 Q What specifically were you hired to do?
15 A Comptroller, try to keep the records straight.
16 Q What generally are the job duties of a
17 comptroller?
18 A Basically to apply the revenues to the proper
19 accounts, the expenses to the proper accounts,
20 and try to keep track of assets and liabilities.
21 Q As far as all the accounting functions, tracking
22 the finances and accounting, would you be the

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teti.txt

23 one that had overall responsibility for that?
24 A Yes.

8

1 Q And who was your immediate supervisor?
2 A Tom Gold.
3 Q Who else worked in the office at the present
4 time as far as the administrative office?
5 A Sue Johnson. Richard was here also. And that's
6 it as far as -- oh, and Hans.
7 Q And then ---
8 A There were a few salespeople too.
9 Q Phil Morse was one of them?
10 A Right. Phil Morse was one of the salesmen. And
11 some of the technicians worked out of here as
12 well.
13 Q Okay. But that was generally the administrative
14 staff?
15 A Yes.
16 Q Okay. When you were first hired were you given
17 any specific instruction or charge as to things
18 they wanted you to do or not do? Any twists in
19 your job description, I guess?
20 A Try to straighten out the books.
21 Q Okay. Was there a problem with the books?

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teti.txt

22 A Yes, there was.
23 Q Tell me to the best you can what problems you
24 found when you came to work here?

9

1 A well, there were lack of balances on the
2 accounts that were backed up by anything, if
3 there were any. So I have no idea where some of
4 the numbers came from. That's it.
5 Q Now, when you say 'some of the numbers' these
6 would be say the asset values ---
7 A The asset values, inventory value, AR, things
8 like that.
9 Q So when you looked at a balance sheet and saw
10 the assets there you couldn't find out where
11 those numbers came from?
12 A Correct.
13 Q You couldn't tie them into anything?
14 A Right.
15 Q How about the liability side? was that fairly
16 accurate as far as accounts payable, that type
17 of thing?
18 A For the most part, yes.
19 Q was the problem on the assets side, was there a
20 problem with the accounts receivable too or just

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teti.txt

21 other assets?
22 A Accounts receivable and inventory.
23 Q Both?
24 A Yes.

10

1 Q As you got involved were you able to figure out
2 why they were in such a mess?
3 A I couldn't, no.
4 Q Okay ---
5 A I tried to find where the numbers came from, how
6 to back the numbers up. But I just couldn't
7 come up with enough information to do it.
8 Q So as far as who to blame or why you ended up
9 with a business that had such a problem with
10 accounting do you have any factual information
11 as to how it got that way?
12 A I don't. Not knowing where the numbers came
13 from originally I can't put the blame on anyone
14 to be honest with you.
15 Q You just know you couldn't track it through?
16 A Right.
17 Q Now, when you, I guess you tried to fix the
18 problem?
19 A Yes.

teti.txt

20 Q How did you go about that?
21 A Well, trying to find inventory, where it was,
22 and what the values were. And also with the AR.
23 There was no real AR that I had a, you know, to
24 look from. So I just tried as best as I could,

11

1 find all the invoices, tried to find out who we
2 billed for what, and what monies came in. And I
3 tried to verify it that way.
4 Q So you had a problem even when money came in the
5 door knowing who to credit it for?
6 A Well, actually after I got here I was able to
7 track it. But anything prior to that I was not
8 able to track.
9 Q Okay. Now, the inventory we're talking about I
10 assume that would have been machines and parts
11 for machines. Is that what we're talking about?
12 A Yes, machines and parts and things, yes.
13 Q And what did you find out when you started
14 tracking down the inventory? Was it all there
15 or -- what did you find?
16 A I had no list to go by. So I just was tracking
17 inventory. Where people said there was
18 inventory I tried to call up and get a list of

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teti.txt

19 what was there, and I tried to get a value for
20 it.
21 Q How did the -- so I guess you probably tried to
22 do somewhat of a physical report of inventory
23 and then reduced that to your records?
24 A Correct.

12

1 Q When you would go in and do a physical tracking
2 of inventory, if you will, how were you coming
3 up with a valuation for that?
4 A Based off of invoices, and if I didn't have
5 invoices I would ask the technician for the
6 parts. You know, how much is this worth, and
7 this, and try to put a value to it that way.
8 Q And I guess same thing on the equipment, same
9 process?
10 A Yes.
11 Q Now, as you went through that process did you
12 find out that there was substantial
13 discrepancies in what the records were showing
14 when you came and what you ended up with?
15 A Yes.
16 Q Did you end up pretty much write-downs or
17 write-offs or anything?

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teti.txt

18 A I did not do any write-offs.
19 Q Tell me why?
20 A I guess I just couldn't get a decision from
21 anybody when I was talking to people as to how
22 to do it and what to do with it. Just never got
23 around to it.
24 Q So you had these counts, and then you had the

13

1 other records that didn't match up, and that was
2 never fixed?
3 A Correct.
4 Q Is that right?
5 A That's correct.
6 Q It's my understanding that you brought in some
7 outside help too; is that correct?
8 A I brought in some people to help me out to try
9 to at least keep the records straight that were
10 coming in at the time that I was here. We also
11 had some outside auditors come in once in a
12 while to do the audit. They would help me out a
13 little bit too.
14 Q Did you have consultants that were hired to fix
15 the problem or primarily just auditors to come
16 in and do an audit?

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teti.txt

17 A Primarily auditors.
18 Q Did they come in and do any assistance in trying
19 to help you straighten out the records?
20 A Not really.
21 Q Now, were the auditors able to come up with an
22 audited report?
23 A They were.
24 Q Do you recall which years?

14

1 A Wheww. I don't. Probably 1999 and '80 -- and
2 I'm sorry, and 2000.
3 Q Who were the auditors? Do you recall?
4 A They're from New Hampshire. I don't recall
5 their names.
6 Q It's been indicated Mason and Ridge; is that
7 correct.
8 A That is correct.
9 Q Now, the audited financial statements they came
10 up with were those correct as far as you know?
11 A As far as I know; yes.
12 Q So subject to any footnotes or anything they had
13 in their audited report it was an accurate
14 report?
15 A Yes. You're not aware of anything that was

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teti.txt

16 improper or incorrectly reported?
17 A No, I'm not aware of anything, no.
18 Q Do you know how they dealt with any
19 discrepancies in the inventory, or were they
20 unable to solve that problem?
21 A I do not. I did not deal with them on those.
22 Q So you don't know, I guess, if their inventory
23 values were correct or not?
24 A I don't.

15

1 Q Okay. Do you know where they got their numbers
2 for inventory values?
3 A I'm assuming it was carried forward from
4 previous years, and then added of course new
5 inventory that came in, and took out inventory
6 that had gone out.
7 Q Did the auditors make any recommendations or
8 anything that had to be changed as far as the
9 way an accounting was being done that you
10 recall?
11 A No.

12 MR. ROBINSON: Objection, hearsay.
13 You can go ahead and answer it, but I think he
14 did.

teti.txt

15 THE WITNESS: The answer was no.
16 Q In regard to the way in which you were handling
17 the financial accounting of the company did you
18 receive any instructions from Tom Gold or
19 Richard Gold as to how you should perform those
20 functions?
21 A No.
22 Q Did Tom Gold or Richard Gold ever instruct you
23 to do anything that you thought would be
24 improper or incorrect in how you reported the

16

1 finances of the company?
2 A No.
3 Q And to your knowledge while you were with the
4 company was everything reported correctly to the
5 extent you had information?
6 A Yes.
7 Q You're not aware of any financial information
8 being put out to anyone that was intentionally
9 incorrect?
10 A Not to my knowledge, no.
11 Q Did you have discussions with Mr. Vreeken
12 pertaining to the finances of the company?
13 A Yes.

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14 Q And how frequent was that?
15 A It was at minimum on a weekly basis and lots of
16 times it was a lot more than that.
17 Q And generally what type of thing would you talk
18 about?
19 A Basically he wanted to know where the money was
20 going, what money had come in and things of that
21 nature.
22 Q Did you talk about the problems you were having
23 with the accounting records?
24 A Yes.

17

1 Q Did you talk about the fact that you weren't
2 able to tie the beginning numbers to anything?
3 A Yes.
4 Q Did you talk about the fact that the balance
5 sheet numbers that you started with weren't
6 matching up with what you were doing with your
7 account?
8 A Yes.
9 Q Okay. Anything else in regard to the finances
10 you talked about with him that I haven't thought
11 of to ask you?
12 A No.

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13 Q I'm going to hand you what we've marked in a
14 prior deposition -- we'll just use the same
15 numbers -- as Deposition Exhibit Number 17.
16 Could you look at that and see if you can
17 identify that and tell me what that is?
18 A It's a cash flow sheet that I was sending to Jan
19 on a regular basis.
20 Q Just generally what type of information is set
21 forth on these sheets?
22 A Cash that was coming in. Cash that was going
23 out. The cash balance in the bank and the
24 available line of credit.

18

1 Q And are you the one that prepared this sheet?
2 A Yes.
3 Q And as far as you know the records were correct?
4 A Yes.
5 Q This was actually financial information that you
6 verified and put in the sheets?
7 A That's correct.
8 Q And why were you doing this?
9 A Jan wanted to track the money that was going in
10 and out.
11 Q And it appears you did this on a regular basis,
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12 and as soon as they were prepared you would send
13 them to Jan?
14 A Yes.
15 Q How were they sent to him, by fax?
16 A By fax.
17 Q After he received these did he take occasion to
18 discuss any of them with you?
19 A I don't recall him calling and questioning
20 anything. I really don't.
21 Q Aside from this, these cash-in, cash-out
22 statements, what I call them, did you provide
23 any other financial information or documentation
24 to Mr. Vreeken?

19

1 A When I prepared income statements I sent him a
2 copy.
3 Q And how frequently were those income statements
4 prepared?
5 A If I recall it was pretty much on a monthly
6 basis.
7 Q And so each month you would prepare them and
8 send them to Mr. Vreeken?
9 A Yes.
10 Q Did he ever call you and discuss those with you?

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11 A Not that I recall.
12 Q Were the income statements true and correct as
13 far as you know no?
14 A Yes.
15 Q Were you also providing to him on a regular
16 basis balance sheets?
17 A No.
18 Q It was primarily the income sheets?
19 A Correct.
20 Q And the balance sheets, you had a problem coming
21 up with finalized balance sheets; is that
22 correct?
23 A That's correct.
24 Q Was Mr. Vreeken aware of the problems with the

20

1 balance sheets?
2 A I believe he was, yes.
3 Q It's my understanding that at one point in time
4 Mr. Ceuppens and Jack Schipper -- is that
5 correct? (Discussion off the record.)
6 Q So it's my understanding that Jerry Ceuppens
7 and Jack Schipper came at one time to inspect
8 the records of this operation; is that correct?
9 A Yes, it is.

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10 Q Can you tell me when that was approximately if
11 you recall?
12 A I really don't recall. I believe it was
13 somewhere in 1999.
14 Q I'm going to hand you what's been marked as
15 Exhibit Number 23 which may help you refer or
16 recollect on a date?
17 A Yes, August of 1999.
18 Q So to the best of your knowledge that would have
19 been about when they came out?
20 A Yes. My memo.
21 Q And what was their position? Who did they come
22 representing?
23 A I believe they came representing Jan.
24 Q Okay. And they came here and what did they ask

21

1 to do?
2 MR. ROBINSON: Objection, hearsay.
3 Q Go ahead.
4 A Well, they wanted to look at the records, what
5 we had here, what was the expenses and invoices,
6 things of that nature.
7 Q And what did you show them?
8 A Everything they needed.
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9 Q Did they look at basic value financial records?
10 A Yes.
11 Q Was there anything that was held back from them?
12 A No.
13 Q Did they indicate there was anything
14 specifically they were interested in trying to
15 track down or find?
16 A They didn't indicate that to me.
17 Q So they just wanted to see the records?
18 A Yes.
19 Q And you opened the draws up to them and said
20 'have at it'?
21 A Absolutely, yes.
22 Q Did they come to you to ask for any further
23 clarification on anything as they were going to
24 the records?

22

1 MR. ROBINSON: Same objection.
2 I'll have a continuing objection to anything
3 that calls for hearsay.
4 A I don't remember anything specifically. But I
5 do remember they would ask a question, and I
6 would give them the answer.
7 Q Generally you cooperated as much as you could?

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8 A Oh, yes, yes.
9 Q Did you receive instructions from Tom Gold,
10 Richard Gold, or anyone else that you shouldn't
11 give them anything they asked for?
12 A No.
13 Q while they were here did they do anything other
14 than look at the financial records? Did they go
15 out and do a physical inspection of anything?
16 A They took a ride with Phil Morse somewhere to
17 check inventory some places.
18 Q You weren't involved in that?
19 A I was not, no.
20 Q So as far as what they would have looked at
21 other than financial records you wouldn't have
22 been involved in that part of it?
23 A That's correct.
24 Q Now, referring to -- I'm handing you Exhibit

23

1 Number 23. Could you look at that and tell me
2 what that is?
3 A It was a memo to Tom letting him know that Jack
4 and Jerry were here to go over the financial
5 records.
6 Q were you asked to send that memo to Tom, or did

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7 you do that on your own accord?
8 A It's good practice to let people know what's
9 going on when people are looking at the
10 financial records.
11 Q Tom I guess wasn't here on premises while they
12 were here?
13 A I don't think he was. I don't recall really.
14 Q You don't know if there's a reason why he was or
15 was not here?
16 A No.
17 Q It says you indicated here that one of things
18 they questioned you was they questioned why
19 several of the customers had not been invoiced
20 for machines that they had purchased. Did you
21 discuss that with them?
22 MR. ROBINSON: I will object.
23 Hearsay.
24 A I don't recall any specific discussion about it.

24

1 Q You don't recall what you may or may not have
2 told them in regard to ---
3 A No.
4 Q How long were they here going through the
5 records?

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6 A I would say it was close to two weeks.
7 Q Were both of them here most of that time?
8 A Most of that time, yes.
9 Q So were they here usually a whole day?
10 A Yes.
11 Q So pretty much an eight hour day for two weeks?
12 Is that correct?
13 A Roughly, to the best of my recollection, yes.
14 Q During that two weeks time would they have also
15 gone with Phil or was that a separate part?
16 A No, same time.
17 Q As far as the time they were gone with Phil how
18 much time would that have taken?
19 A Maybe a day or two at best yes.
20 Q So most of it was here in this office ---
21 A Correct.
22 Q Looking through the records?
23 A Yes.
24 Q It's my understanding that there was some

25

1 problem with accounts receivable that was
2 related to equipment sold to customers; is that
3 correct?

4 A Yes. There was difficulty in getting money for
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1 A Yes.
2 Q Was the termination a voluntary thing on your
3 part?
4 A Yes.
5 Q Were you involved in the financial records for
6 the Lockwood Idaho operation?
7 A Yes.
8 Q And when did that start, or was that already
9 going on when you came on board?
10 A That was already going on.
11 Q So when you came on board the records, financial
12 records for Lockwood Idaho were also being
13 handled through this office here in
14 Massachusetts?
15 A Most of the paperwork was being handled out
16 there.
17 Q And what type of financial paperwork would come
18 to you?
19 A Basically an income statement when they could
20 prepare them out there.
21 Q Were you supervising the financial preparation
22 of the records in Idaho?
23 A Yes.
24 Q And did Idaho have problems with its records

1 also?

2 A Yes.

3 Q We've talked about the problems with the

4 Lockwood Packaging records. What were the

5 problems that you experienced with the Lockwood

6 Idaho records?

7 MR. ROBINSON: Objection, based

8 upon the fact it's probably based on hearsay.

9 And to the extent it is I'm objecting.

10 Q Go ahead, you can answer.

11 A Basically it was the costing of the

12 manufacturing of the bags that they were making.

13 And a similar thing that was going on here. At

14 the time I believe they were just going over to

15 a new computer system as well, a new software

16 system I should say. And they did here as well.

17 Q When you say 'costing of the bags they were

18 making' just explain to me what you mean by

19 that?

20 A Basically the cost of manufacturing the bag to

21 give it a value. So therefore you have a cost

22 so when you sell it you know what your profit

23 is.

24 Q As far as trying to figure out the cost of goods

1 being sold?

2 A Correct.

3 Q They weren't able to come up with accurate

4 numbers for that?

5 A I believe we finally got it to a point where we

6 were getting close.

7 Q what about balance sheet items? Were there

8 issues with that?

9 A Same issues, inventory.

10 Q As far as not being able to know what inventory

11 was there, or track it?

12 A Basically tracking it. We knew what inventory

13 was there. We could count it. And I'm not sure

14 where the beginning numbers came from.

15 Q As far as same thing, valuation on inventory,

16 you had a balance sheet for inventory and you

17 went out and did a count of inventory?

18 A Hm-hm.

19 Q How did those two items match up as far as what

20 you counted and what was shown on the balance

21 sheet?

22 A There were slight differences.

23 Q In numbers, or dollars, or both?

24 A Both.

1 Q Was that fixed while you were there?
2 A We were just about to fix them.
3 Q What was the discrepancy? You found out that
4 there was stuff on the balance sheet that was
5 not there or ---
6 A Just valuation basically. And numbers. They
7 didn't have equipment. A lot of machines on
8 their inventory. It was basically raw
9 materials.
10 Q Was Mr. Vreeken aware of these discrepancies?
11 A I think he was, but I did not discuss them with
12 him directly.
13 Q Did you discuss those problems with anyone?
14 A Just the people out in Idaho. Steve, I believe
15 it was. And Elsha, E-L-S-H-A.
16 Q And what was being done to correct those
17 problems?
18 A Basically it was caused by, I think, the costing
19 of the inventory. They didn't bill the raw
20 materials properly to come up with the cost of
21 goods sold properly and that created a slight
22 difference.
23 Q I want to talk a little bit more about the value
24 of the inventory and the discrepancy on that.

1 A Okay.
2 Q Was that related to the costing thing too?
3 A I believe it was related to the costing thing.
4 Q So as they were doing business they weren't
5 properly showing costing and that somehow didn't
6 reflect the appropriate value for inventory?
7 A Correct.
8 Q And do you know was there any attempt to
9 determine how big the discrepancy was?
10 A There was an attempt, yes.
11 Q Was it ever determined what that was?
12 A Not while I was here.
13 Q So you're not aware of what it was to the extent
14 there was a discrepancy?
15 A No, I don't know what it was.
16 Q In regard to these financial discrepancies or
17 problems was Tom Gold giving you any
18 instructions as to how to handle those?
19 A No. Just straighten them out.
20 Q Was he basically telling you 'fix the problem'?
21 A Yes.
22 Q In regard to the financial records of the
23 business did he ever instruct you to do anything
24 that was improper?

1 A No.

2 Q In regard to the general, overall business

3 operations of it were you ever asked to do

4 anything or participate in anything by Tom or

5 Richard Gold that you thought was improper or

6 inappropriate for a normal business operation?

7 A I was not.

8 (Recess.)

9 Q Back on the record. John, I just have a couple

10 more questions. It's my understanding that the

11 Lockwood Idaho inventory, some of that inventory

12 was acquired through a business transaction with

13 Chase Bag Company. Are you aware of that?

14 A I believe that caused part of it, yes.

15 Q Now, were you part of that purchase of assets

16 from Chase? Or had that taken place before you

17 came?

18 A I believe that took place before I came.

19 Q And so the inventory or assets that were

20 acquired from Chase those were already on the

21 books when you came?

22 A Correct.

23 Q Did you have any knowledge as to how those

24 assets were entered on the books?

1 A No.

2 Q In regard to the way those assets are shown on

3 the books are you aware of any problem with the

4 numbers or valuation, anything of that nature?

5 A Not directly, no.

6 Q Was there ever anything told to you that those

7 assets were listed incorrectly when they were

8 first put on the records?

9 MR. ROBINSON: Objection, based

10 upon I believe there needs to be foundation. I

11 guess the answer to that can be yes or no. And

12 if the answer is yes then obviously there needs

13 to be further foundation as to where it comes

14 from.

15 A The answer is no.

16 Q I assume that when they were trying to fix all

17 the discrepancies involving costing and

18 everything else that would have involved all the

19 inventory including the Chase inventory?

20 A Correct.

21 Q So what you previously testified to and what

22 they were trying to do to reconcile that

23 involved Chase and everything else?

24 A That would have been part of the Lockwood

1 inventory at the time, so yes.
2 MR. HOMER: Okay. I don't have
3 any further questions.
4 MR. ROBINSON: I have some
5 questions.
6 CROSS EXAMINATION BY MR. ROBINSON
7 Q Mr. Teti -- is that how you say it?
8 A Yes.
9 Q would you prefer to be called Mr. Teti or John?
10 A John's fine.
11 Q John, I'm interested, a CPA has certain
12 guidelines as to how they perform their
13 accounting practice. Does a public accountant
14 as well?
15 A I don't understand the question.
16 Q Do you have certain rules that you have to
17 follow with respect to determining the accuracy
18 of the information you give?
19 A Generally accepted accounting principles.
20 Q Now do generally ---
21 A They're called GAAP's.
22 Q Okay. Referring to GAAP. Does a GAAP refer you
23 to then as you're using information to check its